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ABSTRACT

Today's school food services programs in New York State's schools are a massive undertaking entailing the expenditure of $260 million in federal, state, and local funds each year. To assist schools in this substantial enterprise, this revised handbook presents rules and recommendations on responsibilities of the board, types of food services, personnel and financing, management aspects, and private contractors. Appendixes contain sample forms used in the programs. (Author/MLF)

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SCHOOL FOOD SERVICES

HANDBOOK NUMBER 8

The University of the State of New York
The State Education Department
Division of Educational Management Services

1975

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FOREWORD

In 1955, the Division of Educational Management Services (then known as the Bureau of Field Financial Services) published a series of school business management handbooks. The eighth manual in that series was School Lunch. Over the years many changes have taken place in the school lunch programs of schools: regulations have changed; eligibility requirements for participation have been altered; contracted services have entered the picture.

To embrace the broadened scope of school lunch programs, the name of the handbook has been changed to School Food Services. To update the material, the Division has undertaken a complete revision of the handbook. It is hoped that it will again prove to be a valuable guide to school officials and boards of education in carrying out their responsibilities in connection with this very important aspect of the school's total educational program.

The revision of this handbook has been a joint venture of the Bureau of General Educational Management Services and the Bureau of School Food Management under the direction of Dr. August Cerrito, Chief of the Bureau of General Educational Management Services, and Mr. Richard R. Reed, Chief of the Bureau of School Food Management.

Mr. Charles Button, Supervisor, and Dr. Gray N. Taylor, Associate of the Bureau of General Educational Management Services; and Mr. Francis Jeram of the Bureau of School Food Management, cooperated extensively in the revision process.

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for Educational Finance and
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INTRODUCTION

School districts' food services programs more and more are seen as an accepted part of the total educational program. In 1946, the Congress of the United States saw the need to provide nutritious foods to the children of the nation and to assure a market for the surplus farm products of the post war era. Many children, due to home and/or economic conditions, are denied common necessities, particularly adequate nourishment. If this condition were allowed to prevail, these children would be incapable of successful mental effort, and much of our expenditure for education would in consequence be an absolute waste. Happily, however, in schools throughout New York State, food services are provided in nutritious breakfasts and lunches each day of the school year.

The programs we have today did not just happen overnight nor even during the last decade. Preceding today's programs is a long history of more than a hundred years of development, of testing and evaluating, and of constant research to provide the best in nutrition, nutrition education, and food service for our school children. Such programs are now an accepted and integral part of the total offerings of practically every school district and institution concerned with the education of our children. There is general recognition of the demonstrated relationship between good nutrition and the capacity of children to develop and learn. The school food services program helps children develop an active interest in their nutritional needs and to improve their eating habits. The American Medical Association, through its Council on Foods and Nutrition, declares that "The Council believes that one of the valuable functions of a school lunch program is to provide training in sound food habits. This carry-over value is accomplished by serving a combination of foods of fundamental nutritional significance - one which is prepared to conserve important vitamin and mineral elements."

Today's school food services programs in New York State's schools are a massive undertaking: over 1,500,000 children daily; 300,000,000 meals annually; expenditure of some $260,000,000 in Federal, State and local funds each year. To assist schools in this substantial enterprise, this revised handbook zeroes in on responsibilities of the board, types of food services, personnel and financing, management aspects, and private contractors. Basic to the philosophical approach of this publication are some special aims:

a. To improve the health of the children.
b. To teach appreciation of the kinds of food necessary to meet their nutritional needs.
c. To aid the children in developing desirable food habits.
d. To encourage children to eat foods new and unusual to them.
e. To contribute to the social education of children by providing them with opportunities to practice courtesy and desirable table manners in a pleasant atmosphere.
f. To aid children in developing understanding of sanitation and sanitary methods of food handling.
g. To offer children opportunities to practice good citizenship, and to develop spiritual values of generosity, gratitude, kindness, fellowship, and responsibility.

CHAPTER I

RESPONSIBILITIES OF THE BOARD OF EDUCATION

A. General Responsibility. The board of education is legally responsible for the conduct of any school food services program operated in its district. The scope of responsibility has been broadened over the years so that it now encompasses a diversity of programs: the National School Lunch Program, the School Breakfast Program, the Special Milk Program, the Nonfood Assistance Program, and the Nutrition Program for the Elderly under contract with the State Office for the Aging. The responsibility exists whether the board operates the program by voter authorization, or whether a commercial vendor or other agency operates it under contract with the board. Through established policies and the employment of competent personnel to execute the policies, a board acknowledges its responsibilities and maintains control of the district and its programs. The board carries out its obligations, in part, by:

1. Determining that its staff is maintaining a proper accounting in the School Lunch Fund of all transactions related to school food services programs.
2. Establishing the price of the meals.
3. Approving the hiring of the personnel for the program(s).
4. Determining that pertinent facilities, equipment, supplies, and procedures are adequate, safe, and meet all other standards set by law, regulations, and policy.

In the general operation of its school food services program(s), every board should recognize that it must conform to state and local Health Law requirements, provisions of the Child and other Labor Laws, Federal and State Laws and Regulations, and Regulations of the Commissioner of Education. Depending upon the breadth of the district's program(s), the board may find that it has responsibilities to all or part of these laws and/or regulations. In addition, Civil Service Laws must be observed with respect to the appointment and continuance of all employees subject to these laws. When a district enters into agreement with State and Federal agencies to participate in a reimbursement and/or food distribution program, certain additional requirements evolve both with respect to record keeping and minimum nutritional offerings.

The basic sections of the Consolidated Laws of New York - Education Law - which authorize operation of a school food services program in types of districts to which this handbook is primarily directed are:

Section 1604.28 - Common School Districts
Section 1709.22 - Union Free and Central School Districts
Section 2503.9a - City School Districts (under 125,000)

Districts are required to maintain proper accounting of all transactions and must conform to the "Uniform System of Accounts for School Districts," as prescribed by the State Comptroller, State of New York Department of Audit and Control, pursuant to Section 36 of the General Municipal Law. Inherent in this system is a basic theory of municipal accounting which requires a separation of accounts for the funds as required by law or as dictated by modern accounting practices. In the theory is the concept that each fund must be so accounted for that there is a continuous maintenance of the identity of its resources and obligations, receipts and disbursements, and revenues and expenditures.

B. School Food Services Policy. A basic premise of efficient school administration is the separation of the legislative and executive functions. Empirical evidence substantiates that, in general, maintenance of this differentiation improves school management. In addition, and importantly, it has a salutary effect on the morale of staff and on the educational achievements of a school district.

The above clearly implies that a board of education should confine itself to policymaking and entrust the administration of the school to the professional personnel. Of course, the board is ultimately responsible for the operation of the school district.

Delegation of the daily operations of the district to members of the professional staff requires that the board give them guidelines to work within which also allow them discretionary leeway. Policy statements should be broad enough to define the parameters of concern, yet specific enough to apply to a particular situation. It is evident, therefore, that well-written, comprehensive policy is essential to high caliber school management and ultimately, and most importantly, to the educational performance of the district. Through its policies, the board acknowledges its responsibility and maintains control of the district.

In order to meet its responsibilities adequately, to protect the interests of the school district, and to insure efficient functioning of the service, each board should establish definite policies with regard to the school food services program(s). Such policies will be predicated on the philosophy of the board of education and of the residents of the district and will reflect mandated requirements. The board is permitted wide latitude within this framework.

Before a statement of policies is drawn up and adopted, each board should decide upon its philosophy toward the program. This is probably the most vital decision the board must make, and it should not be done hastily. The philosophy and objectives of school food services vary among districts throughout the State. A few districts may see little relation between the school food services program(s) and education. However, most districts incline toward the philosophy that the school food services program(s) is a vital and integral part of the total educational program. The latter seems to be much the sounder point of view when one considers that the function of the school is to educate the youth of the district. Since an adequately nourished body is essential to physical and emotional health and contributes to readiness for learning, it can be considered incumbent upon the district to provide for its pupils the opportunity to participate in a food service program. Such a program, when properly administered and supervised, offers wholesome lunches that provide at least 1/3 of the daily nutritional requirement, improves child nutrition necessary for physical and mental health, establishes good eating habits and the acceptance of a variety of food during the formative years, provides lunches without identification or discrimination at reduced prices or free to children who are determined by local school authorities to be unable to pay the full price, improves the dietary level of the community, and promotes good personal hygiene and social graces.

As mentioned earlier, the statement of policies provides the guidelines for the professional staff to work within while control of the program is left with the board. These policies insure that the objectives and philosophy of the district are carried out in the actual operational situation. As a minimum, the policies should include such items as

financial support, method of handling funds, employment and supervision of personnel, in-service training, use of facilities, maintenance and operation of equipment, purchasing procedures, reporting and inventory control.

1. Financial Support.

A basic policy of the board has to do with the level of both direct and indirect financial support that will be furnished by the district dependent on voter approval. There is a great deal of variance among the districts of the State in this respect. Nearly every district furnishes at least indirect assistance by providing heat, light, space, and general facilities within the school plant. Some school districts support the total non-reimbursed cost of operating a school food services program entirely by appropriations approved by the voters. In some instances, service groups, both school-connected and community, make donations of cash, and/or equipment, and/or voluntary services of its members to the school or underwrite the cost of supplying free or reduced price meals to children who are unable to pay.

If a board of education is convinced of both the need and feasibility of having a school food services program, then the budgeted level of direct district support will be set with careful consideration of the total financial picture. This involves appraisal of a potential operating budget. Careful attention should be given to the price levels that can be set for various types of meals and the probable number of patrons. The projected participation should reflect the number of qualifying students for whom the district will receive partial or maximum allowable reimbursements; and, where applicable, potential contributions should be anticipated. Against these should be arrayed the necessary expenditures for food, salaries, equipment, materials and supplies, employees' retirement, social security, workmen's compensation, etc. Also included may be such services as light, heat, gas, and the like if they can be identified and charged against the program. Direct district support will be calculated as the amount by which expenditures will exceed income. For accounting purposes, this support may be used to offset expenditures within any of the objects of expense in the School Lunch Fund. It is important for a board and the district voters to recognize their true responsibility in this matter. Little is to be gained by refusing requisite direct support on the assumption that food services program management alone can make up the deficit by economies or raising prices to levels which would preclude participation by a substantial number of the pupil population.

2. Handling School Food Service Moneys.

A board should formulate clear and definite policy with regard to the handling of school food services moneys. Basic to this is the recognition that all such moneys shall be accounted for in the School Lunch Fund. In addition, there must be the understanding that direct district support is accomplished through the General Fund item identified as the Interfund Transfer to the School Lunch Fund. The specific voter-approved General Fund appropriation may be transferred in whole or in part to the School Lunch Fund to meet necessary obligations.

Procedures must be established for the daily reconciliation of receipts, sale of lunch tickets if used, daily deposit of moneys into proper bank accounts, recording of such transactions, reporting to the district treasurer, and proper issuance of receipts to persons handling these moneys.

In addition, there is very often the need for a Petty Cash

Fund in the school food services operations. Where such a fund is established, the specific requirements established by the Commissioner of Education should be observed in an appropriate policy statement. This statement should embody such items as rules and regulations designating the person responsible for the fund, specifying the maximum amount of the fund, and prescribing the method of record keeping, etc. Proper attention paid to these matters at the beginning of a program will prevent irregularities and confusion.

3. Employment and Supervision of Personnel.

Methods for employing and supervising personnel should be part of board policy. Responsibilities and duties of all personnel should be clearly stated and understood. Experience bears out the advisability of employing trained personnel and particularly, a trained program head. Such staff members will not only improve the quality and efficiency of a program, but will ultimately save money for the district.

If student help is to be used in the program, it should be covered by policy, and procedures must comply with pertinent law(s). A board should clearly understand all the legal ramifications of the employment of personnel. Salary schedules, sick leave and vacation policy, health examination requirements, and Civil Service status, should also be included in this policy statement on personnel.

4. In-service Training.

Adopted board policy should encourage and provide for staff participation in in-service training programs and attendance at training conferences, conventions, and other related meetings. Many districts have improved their programs and management methods through such support. Staff participation in workshops, conferences, etc., arranged by units of the State Education Department, colleges or universities, and boards of cooperative educational services (BOCES), can be very beneficial to the district. The relationship of lunchroom personnel to faculty, pupils, custodians, and any others with whom they may come in contact should be clearly spelled out. Here, too, the board's recognition of the program as a part of the total educational offering will have strong influence on the nature and quality of these relationships.

5. Use of Facilities.

Board policy should consider the use of school food services facilities by school and community organizations. Here again, practices vary considerably from district to district throughout the State. A board of education may establish local policy and regulations in this area so long as they conform to statutory limitations. Charges to using groups for materials, supplies, and services of staff should adequately compensate the School Lunch Fund for the costs. This will insure that tax levy moneys and/or moneys in the School Lunch Fund are not underwriting the cost of use by special groups.

6. Maintenance and Operation of Equipment and Facilities.

A board should be aware that in undertaking the sponsorship of a food services program(s), a potential liability of considerable magnitude is assumed. Ever present is potential injury to staff and/or students. In addition, the danger from consumption of contaminated food cannot be overlooked. Every board of education best serves itself and the district by clearly outlining the guidelines to be followed to assure the operation of a safe and hygienic program. This involves consideration for maintenance

and/or replacement of equipment and/or facilities, as well as attention to both the short and long-range operational procedures.

C. Contingent (Austerity) Budget. The defeat of an annual school budget by the voters of a non-city district may or may not affect the operation of a school food services program. If operated during the preceding school year, and if no General Fund appropriation is required, the program is considered to be "self supporting" and may be continued notwithstanding the lack of an approved budget.

Section 1709, subdivision 22, of the Education Law indicates that local tax support for school food services may be provided only when authorized by the district voters at an annual or special school district meeting. Such support may be in the form of a budgetary appropriation under appropriation expense account 9530.9, "Interfund Transfer to School Lunch Fund." Optionally, the appropriation proposed by the board of education may be offered as a separate proposition, to be presented for voter action at the annual district meeting. If defeated, either the budget or the special proposition may be reconsidered by the voters at one or more subsequent district meetings.

There are many varying views as to the need for, or desirability of, a school food services program. However, the preponderance of thought on the part of knowledgeable persons is that school food services is a highly desirable program. It makes available to all children nutritionally balanced meals. Additionally, there are potentially valuable educational dividends in nutritional and health concepts and in the development of desirable behavior patterns in a social setting.

The New York State Education Department recognizes school food services as a highly desirable program, though it is not mandated by law or regulation. Thus, it is recommended that school authorities endeavor to continue the program unless it is clearly evident that such continuation is opposed by the community.

Obviously, in order to achieve a self-supporting status, a program which has depended on General Fund support must either reduce costs and/or increase revenues. The possibilities of increasing revenues include higher food charges to students and insistence that all food served to adults be paid for in full.

A reduction in staff, if feasible, is a most effective means of reducing costs. Such reduction, however, may necessitate a change in the character of the program from conventional hot meals to a bag lunch or a "soup, sandwich, fruit and milk" type meal. Experience has shown that an alternative type of meal necessitating little or no cooking may require the services of fewer staff personnel.

Notwithstanding the defeat of a school budget, the school food services program may be continued if ways can be found to operate without a General Fund appropriation. This is true even though the program may have had such support in prior years.

D. Principles of School Food Services. Interwoven in the development of a statement of policies covering the points mentioned above, and others which a board may wish to cover, are a series of guiding principles encompassing the successful organization of a school food services program. These are set forth below with a number of suggested practices listed indicating the various positions that a board may assume under each. The stands taken with respect to each situation should be consistently adhered to in the various policies developed.

1. Principle of Integration.
   a. The school food services program is part of the total school program.
   b. The chief school administrator is responsible for the school food services within the entire district, while each building administrator shares commensurate responsibility for the localized operation.
   c. The educational aspects of a school food services program are developed by teachers in the classroom and practiced in the school lunchroom under supervision.
   d. The school lunch program is a part of a community nutrition program.
2. Principle of Cooperation.
   a. The school food services program is a cooperative enterprise.
   b. The board of education (as the local sponsoring agency), the school staff, and the school food services personnel work together to develop the program.
   c. State and Federal agencies contribute advice and assistance to the program on request.
3. Principle of Economy.
   a. The school food services program operates on a non-profit basis.
   b. Scientific management, careful food purchasing and proper storage and utilization of food contribute to making a meal reasonable in price.
   c. Meal prices are set with consideration for the ability of children to pay, as well as for other available resources.
   d. The charge for meals is reasonable so that all children may participate.
   e. Meal schedules are adjusted and staggered to achieve the school food services program objectives with the minimum defensible time, effort, and cost.
   f. State and Federal reimbursement helps to lower the cost of meals and milk for all children, and its utilization should be directed toward this goal.
   g. Adults pay the price of the meal to children plus the amount of reimbursement. This insures that no part of the charge to children pays for meals to adults.
4. Principle of Adequacy.
   a. Meals of high and balanced nutritional value are served.
   b. Quantities are sufficient to supply the needs of growing boys and girls.
   c. Personnel are carefully selected, paid sufficient salary, and given such attendant benefits that an adequate and well trained staff who will operate a good program is assured.
5. Principle of Health and Safety.
   a. Only foods contributing to good nutrition are sold in a school food services program. Candy or soda are not provided as competition with the food services program.

b. No child is deprived of a school lunch because of financial circumstances. The district delegates to an individual responsibility for making application to the State listing pupils who are eligible for free or reduced price meals.

c. Meals are served in a healthful and pleasant atmosphere.

d. Necessary and periodic physical examinations are conducted to insure that all members of the school food services staff are in good health.

e. Safe handling of food, proper dishwashing, refrigeration and storage, and clean work habits are required.

f. Safety hazards, such as slippery floors, unprotected equipment, leaky gas burners, poor electrical equipment, and broken furniture are repaired or replaced immediately.

6. Principle of Supervision.

a. Supervision of the program is continuous and consistent.

b. A member of the staff who has adequate training for the particular responsibilities oversees the immediate operation of the school food services program.

c. A large operation, whether operated in a single building or in several, requires the services of a trained, full-time manager.

d. Staff members with particular capabilities, such as home economics teachers, nurses and business management personnel, are utilized by the manager in a resource capacity. Until a manager is available, such staff personnel can be employed on a "pool" basis to promote an adequate program.

e. Homemaking teachers, or other staff members who have full duty schedules, cannot be expected to undertake school lunch managership as an extra duty.

f. A staff member with adequate instructional training is assigned to the function of coordinating the educational aspects of the program as they may be promoted in the classroom teaching situation.

g. Teachers and other staff members share in general supervision of the program, particularly with respect to conduct and social amenities during the meal hour.

h. The special supervisory assistance available from the State Education Department and other agencies, with respect to organization, management, and promotion of educational aspects of the local program, is used when needed.

i. The school food services program personnel are encouraged to attend State and local school food services conferences, workshops, and training schools; and their attendance costs are supported in the same manner as those of teachers and others attending professional meetings.

7. Principle of Training.
   a. Provisions are made for on-the-job instruction of workers.
   b. Recognition is given for training received.
   c. To the best extent feasible, promotional opportunities are offered to members of the staff who have taken advantage of training opportunities.
8. Principle of Student Participation.
   a. Working papers are obtained in full compliance with the Child Labor Laws.
   b. Student labor is used only where educational or other defensible benefits accrue to the individuals. It is not employed as a means of cheap labor to sustain an inadequately supported program.
   c. Assignments given student help are both within their ability to perform adequately and in full consideration of their health, safety, and level of responsibility.
9. Principle of Planning.
   a. The school lunch program is continuously appraised in terms of desired objectives, and needed changes are made to achieve the determined goals.
   b. Adult members of the school lunch staff are involved in those parts of the budget planning where their contributions can be of assistance and give them a sense of useful participation.

E. Public Relations. High pupil participation in food services program(s) has always been a goal of the State Education Department, boards of education, and administrators and staff involved in these programs. Extensive pupil participation contributes to the efficiency and financial success of the program(s), and the psychological and nutritional well-being of the pupils. These results are no less desirable today. However, spiralling inflation and the high cost of foods, supplies, equipment, services, and fringe benefits have had deleterious effects on programs in many districts throughout the State. Some boards of education have seen fit to discontinue food services program(s), to operate programs through a contractual arrangement rather than on a district-run basis, to introduce false economies, and/or to raise the prices of the meals. The latter measure has, in many instances, boomeranged, i.e., patronage has dwindled. Consequently, districts have found it more difficult to achieve the "break-even point" between expenditures and revenues.

To meet the difference, boards of education have asked for ever-increasing local tax support of the program(s). Unfortunately, there has been some negative taxpayer reaction, resulting in defeated budgets or restricted programs. Where boards of education and appropriate staff are convinced of the essential nature of the program(s), they must zealously muster support and promote continued and increased participation in these food services programs. The board, administrators, and/or supervisors of the program(s) must be committed to a plan which promotes positive community and pupil attitudes toward the program(s).

A planned program of good public relations, while not the total answer in itself, is the best approach to achieving the desired goals. Inherent in this planned program is a variety of approaches and techniques

which should be explored by the administrative and supervisory staff of the food services program(s). The following list of considerations, though by no means an exhaustive one, should be explored:

1. A continuous re-examination of the variety and quality of the food served should be made. It is a fact that the best public relation agents available are the students who are pleased with the food they receive --"satisfied customers."

2. Periodic examinations of the serving and eating areas should be made to assure that they are attractive, restful, neat, and clean. Appealing appearance of facilities is an important ingredient in the development of positive student attitudes.

3. Scheduling of pupils into the eating program(s) should be continuously studied. Overcrowded conditions in the dining areas of the building and the body contact and noise produced are prime deterrents to students sharing in the program(s).

4. District administrators should initiate meetings with the teaching staff to encourage correlation of subject matter with the school food services program(s). This correlation may encompass the areas of nutrition, personal hygiene, diet, body physiology and anatomy, cultural and ethnic food customs, etc.

5. Program administrators and supervisors should undertake a plan for establishing and maintaining community awareness of the activities and the benefits to be derived from participation in the program(s). This can be achieved through the local news media, a district publication periodically prepared, and program presentations at meetings of local parent organizations.

6. A committee of parents and students could be formed to serve as a vehicle for opinion and information feedback to program supervisors. Periodic meetings with this group could aid the staff in planning and establishing future menus, be the means for introduction of new and unfamiliar foods, and be the instrument for planning codes of social behavior.

7. Teachers in special areas such as industrial arts should be encouraged to correlate their curriculums with school food services. The students in these courses should be urged to utilize their skills in developing projects for the advertisement and promotion of the school food services program(s). These projects, when attractively and selectively placed throughout the building and the district, keep the parents and students ever aware of the benefits of the school food services program(s).

As noted earlier, these items do not represent a complete list of public relations oriented endeavors. A school district which, by the attitudes of the board and staff, is committed to the support and expansion of a viable food services program(s), may wish to utilize these or other locally developed techniques. A well planned and supervised program of public relations will certainly aid any district in fulfilling these commitments.

F. Reports to the Board.

1. Receipts and Expenditures.

The manager of the school food services program should submit a monthly report to the board of education, showing receipts and expenditures for that month.

2. Profit and Loss.

Regular profit and loss statements should be presented to the board. In order to present an accurate statement, a perpetual inventory

system must be set up and maintained.

G. Reports to the State Education Department. In addition to the Annual Financial Report (ST-3), there are numerous reports and applications that are required by the Bureau of School Food Management. Copies of these forms are attached to this report, in Appendices A, B, C, and D.

CHAPTER II

TYPES OF SCHOOL FOOD SERVICES

A. National School Lunch Program. The National School Lunch Act provides basic, comprehensive legislation for aid to the States in the operation of school lunch programs as permanant and integral parts of their school systems. Statistical surveys, including physical and mental tests conducted under controlled conditions, have shown measurable benefit to the children when an adequate lunch is provided at school, not only in their physical development but in their educational progress. In addition, the educational features of a properly chosen diet served at school should not be underemphasized. Not only is the child taught what a good diet consists of, but his parents and family likewise are indirectly instructed. School districts are encouraged to participate in the National School Lunch Program in order to insure that the children of the State receive the benefits from that program.

Specific questions concerning the program should be directed to the Bureau of School Food Management, New York State Education Department.

1. Participation.

School districts wishing to participate in the School Lunch Program must complete a written application and enter into a written agreement with the State Education Department. Application and agreement forms are available through the Bureau of School Food Management.

2. Program Requirements.

School districts operating a school food service program must agree to:

a. Operate a non-profit program.
b. Control food sales competing with the non-profit program unless the profits are used to benefit the non-profit food service, the school, or school approved student organizations.
c. Serve lunches meeting minimum nutritional requirements.
d. Price the Type A lunch as a unit.
e. Furnish free or reduced price lunches without discrimination to eligible children.
f. Maintain a daily participation count.
g. Maintain proper health and sanitation standards.
h. Maintain necessary facilities for the storage, preparation and service of food.
i. Maintain records for audit purposes.
j. Observe all other program requirements contained in the agreement.

3. Nutritional Requirements.

School food services programs must serve Type A lunches meeting the following minimum nutritional requirements:

a. One-half pint of fluid milk as beverage.
b. Two ounces (edible portion as served) of lean meat, poultry, or fish; or two ounces of cheese; or one egg; or one-half cup of cooked dry beans or peas; or four tablespoons of peanut butter; or an equivalent quantity of any combination of the above.
c. Three-fourths cup serving, consisting of two or more vegetables or fruits, or both. Full strength vegetable

or fruit juice may be counted to meet not more than one-fourth cup of this requirement.

d. One slice of whole-grain or enriched bread; or a serving of cornbread, biscuits, rolls, muffins, etc., made of whole-grain or enriched meal or flour.

e. One teaspoon of butter or fortified margarine.

4. Reimbursement.

Reimbursement is based on monthly claims which must be submitted on the appropriate forms to the Bureau of School Food Management, State Education Department, by the 10th day of the month following the month covered by the claims.

B. Special Milk Program. Fluid whole milk is an important component of an adequate diet since it is a source of calcium and contributes substantially to the protein and Vitamin A content of a meal. School districts should participate in all programs which encourage their students to drink milk.

Special Milk Programs must be operated on a non-profit basis and the funds may not be diverted to any other use. Participants in the program are required to keep an accurate daily record of the milk served free to eligible children, milk consumed by adults and milk bills showing the milk purchased by the school. These records are necessary for the calculation of the reimbursement amount due the school.

Any questions regarding this program should be directed to the Bureau of School Food Management, State Education Department.

1. Participation.

School districts wishing to participate in the Special Milk Program must make application and enter into a written agreement with the State Education Department. Application and agreement forms are available through the Bureau of School Food Management.

2. Program Requirements.

School districts operating a Special Milk Program must agree to:

a. Operate a non-profit program.

b. Price the unit to be sold below the purchase price.

c. Serve only products made from fluid milk.

d. Supply free milk without discrimination to eligible children.

e. Maintain a daily participation count.

f. Maintain proper sanitation and health standards.

g. Maintain necessary facilities for the storage of milk.

h. Maintain all necessary records for audit purposes.

i. Observe all other program requirements contained in the agreement.

3. Reimbursement.

a. Reimbursement payments will be made for milk purchased for service to children by schools participating in the Special Milk Program except that reimbursement will not be made for the first half pint on milk served as part of a lunch and/or breakfast served under the National School Lunch and/or the School Breakfast Program.

b. Reimbursement is based on monthly claims which must be submitted on the appropriate forms to the Bureau of School Food Management, State Education Department, not more than 10 days after the end of the month for which the claim is made.

C. School Breakfast Program. Evidence shows that many children come to school hungry and have difficulty learning and staying alert. During the past few years funds have been appropriated at both State and Federal levels to provide a breakfast program for school districts. The Regulations of the Commissioner of Education provide for a breakfast program, including hot breakfasts, designed to improve the learning potentialities of the children.

Teachers and administrators in districts operating breakfast programs have observed the following positive changes in children participating in the school breakfast program: less truancy; less tardiness; better attitude toward school; more alert and awake students; improvement in learning, especially among the younger children; improved classroom behavior.

Specific details pertaining to the program may be obtained by contacting the Bureau of School Food Management, State Education Department.

1. Participation.

School districts wishing to participate in the School Breakfast Program must complete a written application and enter into a written agreement with the State Education Department. Application and agreement forms are available from the Bureau of School Food Management.

2. Program Requirements.

School districts operating a School Breakfast Program must agree to:

a. Operate a non-profit program.
b. Serve breakfasts which meet the minimum nutritional requirements.
c. Price the breakfast as a unit.
d. Supply free or reduced price breakfasts without discrimination to eligible children.
e. Maintain a daily participation count.
f. Maintain proper sanitation and health standards.
g. Maintain necessary facilities for storing, preparing and serving food.
h. Maintain all necessary records for audit purposes.
i. Observe all other program requirements contained in the agreement.
j. Control food sales competing with the non-profit program unless the profits are used to benefit the non-profit service, the school, or school approved student organizations.

3. Nutritional Requirements.

a. One-half pint fluid whole milk served as a beverage or on cereal or used in part for each purpose.
b. A one-half cup serving of fruit or full-strength fruit or vegetable juice.
c. One slice of whole-grain or enriched bread; or an equivalent serving of cornbread, biscuits, rolls, muffins, etc., made of whole-grain or enriched meal or flour; or three-fourths cup serving of whole-grain cereal or enriched or fortified cereal; or an equivalent quantity of any combination of these foods.
d. Breakfasts shall also include as often as practicable protein-rich food such as one egg; a one ounce serving (edible portion as served) of meat, poultry, or fish; or one ounce of cheese; or two tablespoons of peanut butter; or an equivalent quantity of any combination of any of these foods.

4. Reimbursement.

Reimbursement is based on monthly claims which must be submitted on the appropriate forms to the Bureau of School Food Management, State Education Department, not later than 10 days after the end of the month for which the claim is being made.

D. Nonfood Assistance Program. Funds are available to school districts deemed eligible, for the purchase of equipment to be used in any of the feeding programs.

Federal funds available under the Nonfood Assistance Program, provide reimbursement of 75% of the cost of equipment, including transportation and installation costs. As a program requirement, 25% of the purchase price of the equipment must be provided by State or local funds. Since New York State does not provide funds for this purpose, 25% of the cost of the equipment must be borne by the localities. Reimbursement is made after expenditures are approved by the Bureau of School Food Management, State Education Department.

Funds for equipment are expended under two priorities. School districts which do not have a food service program are given first priority under Federal regulations. In addition, these school districts must have in attendance a significant number of needy children (usually 25% or more) or be located in low-income or inner-city areas. School districts with prekindergarten programs or schools volunteering to service other schools without a food service program may also qualify under priority one.

The second priority is for schools with existing programs which desire to replace or purchase new equipment to maintain or expand their present programs.

Complete information concerning the program can be obtained from the Bureau of School Food Management, State Education Department.

1. Program Participation.
   a. School districts wishing to participate in the program must complete a written application and enter into a written agreement with the State Education Department. Application and agreement forms are available from the Bureau of School Food Management.
   b. Highest priority in the selection process are schools located in low-income and inner-city areas with a high incidence of needy children.
2. Program Requirements.
   Schools participating in the program must agree to:
   a. Participate in the School Breakfast Program and/or the National School Lunch Program.
   b. Maintain full and accurate records to account for the used funds acquired under this program.
   c. Abide by all of the requirements included in the written agreement.
3. Reimbursement.
   a. Reimbursement payments made to schools cannot exceed the total cost of the equipment acquired, including transportation and installation charges.
   b. Claims for reimbursement must include:
      (1) Name and address of the school.
      (2) Month and year the equipment was purchased.
      (3) Style, model number, quantity, and net cost of each type of equipment.

(4) Cost of transportation and installation costs for such equipment.

c. Each claim must be accompanied by a copy of the bill, invoice, or other evidence of purchase or rental.

d. Claims are to be submitted after the equipment has been installed and made operational.

e. Reimbursements will be made for properly documented expenditures submitted on the appropriate forms to the Bureau of School Food Management, State Education Department.

E. Commodity Distribution. The United States Department of Agriculture purchases food commodities for distribution to school districts meeting the requirements of the program. The Bureau of Government-Donated Foods Distribution, Office of General Services, Albany, New York, acts on behalf of the school districts in acquiring these food commodities for distribution. Donated food commodities are stored in nine warehouses throughout the State where they are held until allocated to the school districts.

1. Participation.

School districts wishing to participate in the Commodity Distribution Program must complete a written application and enter into a written agreement with the Office of General Services. Application and agreement forms are available through the Bureau of Government-Donated Foods Distribution of that agency.

2. Program Operation.

a. School districts are notified when food commodities become available for distribution.

b. School districts have the option of accepting or rejecting food commodities which are offered.

c. Food is allocated to school districts based on the average daily participation in the School Lunch Program.

d. Schools are responsible for transporting food from warehouse to their school food service facilities.

Note: School districts may choose to contract for the transportation of food commodities from the warehouse to their food service facilities or use their own vehicles for this purpose. In either case, districts are advised to use appropriate vehicles for transport. For example, such items as frozen foods, meat, dairy products, etc., require special attention when transported to prevent spoilage.

e. A school district's inventory of government food commodities should not exceed a three-month supply.

f. The dollar value of the commodity allocation for a school district is determined by the number of Type A lunches served during the prior year times a rate established by the United States Department of Agriculture.

g. Donated food commodities must be stored separately from other items in storage.

h. Donated food commodities may be processed into different end products or repacked under contract with a commercial processor. (See Chapter VII of this manual)

i. Contracts with commercial food processors must receive prior approval from the Bureau of School Food Management.

CHAPTER III

PERSONNEL

A. Organizational Patterns and Size of Staff. The line organization pattern is most typical of the school food services operation in all but very large school districts. Usually the authority flows from a school district administrator (often the school business official if the district has such a position), through the school food services manager, through cook-managers in each producing kitchen, and through one or more cooks to the various food service workers.

In school districts having more than six production units (a production unit is defined as a kitchen which actually prepares and cooks food), it is recommended that a school food services director be employed. The director has charge of the entire school food services operation, and the school food services manager assists and reports to the director. For every six to eight additional production units another school food services manager would be added. Thus, following the recommended staffing pattern, a school district with twelve to sixteen producing kitchens would employ a school food services director and two school food services managers.

Every production unit should employ a cook, and units serving 500 or more meals per day should employ a cook-manager.

Satellite kitchens are not production units for they only serve food and are not involved in cooking and preparation. Hence, there is no need for a cook in a satellite kitchen. Routine supervision of the satellite could be performed by a "key" food service helper who might be paid some premium wage for the additional duties.

Many factors enter into determining the size of the school food services staff. Included are the number and type of meals served, the nature of the service, the equipment available, and the physical layout of the kitchen and serving lines.

Because of these variables, it is not possible to give fixed standards for determining staff size. Each local operation has its own particular requirements. However, a general idea of staff needs can be established by following six basic steps.

Step 1. Establish the type of work to be performed.
Step 2. Establish the type of personnel to do the work.
Step 3. Determine the duties to be performed by each type of personnel.
Step 4. Break down individual duties into specific tasks.
Step 5. Determine the time required for each type of work.
Step 6. Determine total time required for each type of work and convert to number of personnel needed.

A couple of "rule of thumb" guides may be helpful in staffing:

1. In a production kitchen, the preparation, cooking, and serving of fifteen meals takes approximately one labor hour.

2. In a satellite kitchen (non-production), the serving of thirty meals takes approximately one labor hour.

As an example, let's assume a production kitchen serves 600 meals a day. It would require 40 labor hours to prepare, cook, and serve these 600 meals. (600 divided by 15 equals 40.) The serving of 600 meals in a satellite kitchen would require 20 labor hours. How these 40 or 20 hours

are distributed would be determined by the manager of the operation with attention given to peak workload hours of the day.

By careful planning of meal preparation and serving and the use of part-time help, the regular school food services staff can be kept at the minimum.

B. Job Titles and Duty Statements. Employees of the school food services operation in the schools of New York State come within the scope of the classified Civil Service. This means that appointments, transfers, removals, disciplinary actions, classification of positions, and job titles are governed by the Civil Service Law administered by County or Municipal Civil Service Commissions.

It is the local County or Municipal Civil Service Agency, itself a creature of Civil Service Law, that is responsible for the classification of positions and establishment of job titles for workers in school food services throughout the State. Each school district must conform to the title and description of positions established by the local Civil Service Agency. However, if there is no appropriate job title for a particular work assignment, the local Civil Service Agency will consider creating a new title.

Because job titles may vary from one local jurisdiction to another, the job titles shown below are only illustrative.

School Lunch Director - This is a competitive position requiring Civil Service examination. Graduation from a four-year college course with a specialization in foods; nutrition and nutrition management and two years experience in institutional food management, or a two-year associate degree in institutional management and six years experience, are required. An equivalent combination of experience and training may be substituted.

School Lunch Manager - This is a competitive position requiring a Civil Service examination. Four years of special training, or a satisfactory equivalent of training and experience, after completion of a standard high school course, are required. The manager usually does no food preparation but should be prepared to fill in at any time.

Cook-Manager - This is a non-competitive position with no examination. It involves only part-time management, with the remainder of the time being devoted to cooking. Such a position is often used in the smaller school systems when no school food service manager is employed, and in production units serving 500 or more meals per day. Requirements include high school graduation and two years of institutional or similar training, or the equivalent experience, plus attendance as required at suggested schools and workshops.

Cook - This is a non-competitive position with no examination required. Training includes high school graduation or its equivalent and experience in cooking.

Food Service Helper - This is a labor position with no examination required and carries no responsibility for planning or management. Typical tasks performed include preparation of vegetables, salads, and sandwiches; cleaning; counter service; and other duties.

An illustrative job description for these positions may be found in Appendix E. A job description outlines the kinds of responsibilities the particular position may be called upon to assume, the knowledge and skills, and the required minimum and desirable qualifications. These job descriptions are illustrative only.

Each school lunch employee will have assigned duties unique to the incumbent. These particular duties are shown in a duty statement. The compilation of the duty statement for an individual usually starts with a detailed listing by the incumbent of all the assigned responsibilities. These are that person's own perceptions of what he or she is supposed to be doing. The immediate supervisor will review each duty statement with the employee to be sure that what is being done is what was intended. After this review, the statements should be officially adopted by the board of education, and each employee should be furnished with a copy of the duty statement.

C. Orientation of Staff. Usually a person entering a new work situation is a stranger in a new world. This is the time to be sure that the policies and procedures of the school district food services program are explained fully and carefully, and to make the newcomer feel at home.

Careful explanation must be given by the supervisor of the policies and rules, stressing the following:

1. Specific duties required of the position.
2. Policies with respect to dealing with the children in the cafeteria. All of these may be gathered in a handbook which may be distributed to and discussed with new employees.
3. Sanitation and safety procedures.
4. Care and use of cafeteria and kitchen equipment.
5. Policies regarding absence and tardiness.
6. Uniform and dress regulations.
7. Law against using school property for personal use.

Beyond this more formal explanation and orientation, there are some acts of thoughfulness that will help a great deal in the process of acclimating a new worker: making certain that the newcomer is introduced to co-workers, showing where everyone eats lunch, where the restroom is located, where to hang hat and coat, where to get help with problems on pay and benefits, etc.

D. Supervision of Staff. Every employee needs and is entitled to supervision. In a formal organizational structure, objectives are accomplished through people. Supervision is the art of working with people in order to get the work done in the most efficient way. When supervisors do their job well, high production, optimum efficiency, and high morale usually result.

Some of the principles of good supervision that have been distilled from the studies of behavioral scientists can be stated as "do's" and "don'ts."

Do:

1. Explain to employees exactly and in detail what is to be done and what the standards are for doing it.
2. Always recognize good work. Tell the employee on the spot that a good job has been done.
3. Criticize poor work constructively and in private.
4. Explain carefully how the job should be done.
5. Allow opportunities for employees to accept a greater responsibility.

Don't:

1. Assume employees know how to do even a simple task if they are new to that particular assignment.

2. Criticize an employee in public.

3. Belittle or talk down to an employee.

4. Enter into an employee's personal life unless the actions adversely affect job performance.

Remember, supervision must be planned and continuous. The expectations and objectives of the school food services program must be understood by all employees and must be continually reinforced by the supervisor.

E. Evaluation of Staff. Everyone wants to know how well the job is being done, and most people readily welcome help in correcting weaknesses that hinder high quality job performance. Therefore, an imperative of good supervision is a planned, organized process of evaluating each employee at regular intervals.

Evaluation should not be looked upon as a threat, but rather as an opportunity for an employee to grow on the job. It is incumbent upon the supervisor to foster the feeling that the evaluation is something the employee should welcome.

The major considerations of evaluation should be the correction of weaknesses and the improvement of services. The characteristics to be evaluated for all cafeteria staff members can probably be categorized in two major areas:

1. Personal Characteristics.
   a. Cleanliness - most important for a food service worker. Is the employee neat appearing with uniform clean and wrinkle free, hair neat, etc.?
   b. Cooperation - Does the employee readily cooperate and get along well with co-workers, supervisors, and students?
   c. Willingness to take direction - Does the employee show initiative; resent direction?
   d. Attendance - Is the employee always on time; absent infrequently and then only with good reason?
2. Work Characteristics.
   a. Attitude toward the job - Is the employee a complainer, or enthusiastic and interested in the work?
   b. Quality of work - Is the work of the employee consistently well done, or carelessly and sloppily done with frequent errors?
   c. Quantity of work - Does the employee turn out a reasonable amount of work?

There are several forms an evaluation can take--from a written essay to a checklist and rating scale. More important than the form itself, however, is the way it is used. Evaluations should be written and discussed point-by-point with the employee. It is also a good idea for the employee to sign the evaluation, indicating that he or she has read and understood it, and a copy of the evaluation should be filed in the personnel folder.

This formal evaluation must be done regularly at least once a year. It is not a substitute for day-to-day supervision and guidance of workers, but rather an adjunct to good supervision.

F. Inservice Training. Training the employee does not stop with the orientation of the new worker. Continuous individual instruction during the working period must be carried on each day, and current

professional periodicals and other publications should be made available to the workers for home reading. Organized programs for group training, however, reach a larger number of employees whose needs are similar so that a combination of training methods produces the most effective program of learning.

Most school food service workers have little background in large quantity food service. Well-organized training programs, both individual and group, are needed in order to develop skill and acquire understanding of the school food services program.

The subject matter to be covered in any training program depends upon specific needs. Some possible training topics are: Understanding the Total School Food Services Program; Planning Nutritious Meals; Using and Caring for Equipment; and Preparing and Serving the School Lunch. An aid in planning and conducting inservice training for food services personnel may be found in a publication entitled Guide for Training School Lunch Personnel, available from the Bureau of School Food Services, State Education Department, Albany, New York.

G. Negotiations. The Taylor Law makes it mandatory for school districts to negotiate collectively with their employees. Food services workers, if they so choose, may form and join an employee organization to represent them in negotiating terms and conditions of employment. The phrase "terms and conditions of employment" means salaries, wages, hours, and any other conditions that affect the working day except those that are expressly regulated by law.

H. Health Requirements. Work in a school cafeteria is hard and strenuous, and requires that an employee be physically fit. For this reason, it should be the policy of the employing school district to require a thorough physical examination of each food services employee at least annually. This requirement obviously helps to protect the children in the school from certain diseases that may be carried by the employee. Also, it protects the employee, for there can then be early detection and treatment of health problems before they become major problems.

The State Law is silent on health requirements for food services workers. However, the State Education Department recommends that local city or county health regulations concerning a food service handler's certificate be followed by the school district.

I. School Food Services Handbook for Employees. The school food service handbook can be a powerful tool not only for orienting the new employee to the job, but also to serve as a reference book for even the most experienced food services worker.

The preparation of the handbook is the responsibility of the administrator in charge of the school food services operation. However, if the food services employees themselves participate to some extent in its preparation, the handbook is not just a "rule book" promulgated by management. Rather, it will be perceived by the employees as their own guide; and as such it will be read, accepted, and referred to.

There is no one best format for a school food services handbook. A straightforward, sincere presentation will be most acceptable, and an interesting style will make it readable.

The actual contents of the handbook will vary according to local needs. The following is a partial list of items that should be included:

1. The purpose of the school food services program.

2. Qualifications for initial employment in school food services, including the health requirements and the necessary knowledge and skills.

3. Promotion policy, including an explanation of local Civil Service requirements.

4. Policy regarding absence, tardiness, and hours of work.

5. Explanation of vacation, holiday, and sick leave provisions.

6. Explanation of any employee benefits such as retirement and hospitalization insurance.

7. Rules regarding personal appearance and wearing of uniforms.

8. Explanation of the evaluation procedure.

9. Regulations concerning safety and sanitation.

10. Care and use of equipment.

11. Job descriptions of all positions in the school lunch program.

12. Up-to-date salary schedule.

13. Rules for use of the cafeteria and kitchen by outside groups.

J. Employment of Student Help. A student 14 years or older may be employed in the school cafeteria during the lunch period at the school which he attends.

Some points to remember when employing students in the cafeteria:

1. The student must have a "non-factory employment certificate" if he is less than 16 years old.

2. The student should not handle or be exposed to any dangerous equipment or machinery such as meat slicer, disposer, etc.

3. No student can work for his lunch if he is eligible for free lunch; he must be paid in cash.

4. School district employees are covered by the Federal Minimum Wage Laws. Therefore, student employees, as well as other cafeteria workers must be paid at least the prevailing Federal minimum wage. However, if a student works for a short period of time, such as a half-hour in exchange for his lunch, the minimum requirement is waived. (New York State Minimum Wage Laws do not apply to school districts.)

5. When school is in session, the hours of work for a student 14 or 15 years old may be no more than three hours a day. A student 16 years old and older may work up to four hours a day in the school cafeteria.

CHAPTER IV

FINANCING

A. Federal Aid. Federal aid is available to any public school district or private, non-profit school through the State Education Department, Bureau of School Food Management, 99 Washington Avenue, Albany, New York, 12230. This aid, which is in the form of a cash reimbursement, is paid monthly to school districts participating in the National School Lunch Program, the Special Milk Program and the National Breakfast Program. The amount of reimbursement is based on claims fowarded to the Bureau of School Food Management on or before the 10th day of the month following the claim period. In addition to the aid given for the above-mentioned food services programs, federal funds are available to reimburse local agencies for the purchase and installation of equipment necessary for the operation of these food services programs. Also, food commodities purchased by the United States Department of Agriculture are distributed to school districts operating food services programs, when available.

Federal aid is paid for all Type A lunches served to elementary and secondary children by a school participating in the National School Lunch Program. Additional aid is given for all free lunches and reduced price Type A lunches served to eligible children. Type A lunches are those which meet the nutritional requirements as defined in Chapter II of this manual.

Rates of reimbursement for Type A lunches are adjusted semi-annually by the United States Department of Agriculture. Participants in the program are kept informed by the Bureau of School Food Management of the current rate in use at a particular time. In calculating a claim, all Type A lunches are reimbursed at a given rate, to which is added the reimbursement for the free and reduced price lunches.

A reduced price lunch is priced by subtracting the highest selling price for that reduced price lunch from the maximum reimbursement paid for the free lunch. If the selling price of a reduced price lunch exceeds $.20, it will not be eligible for additional reimbursement. The following example illustrates a typical reimbursement for a monthly claim:

	Maximum Reimbursement Rates
Free Lunch	$.1375 + .525 = .6625
Reduced Price Lunch*	.1375 + .425 = .5625
Paid Lunch	.1375

*Reimbursement rate is based on the assumption that the highest selling price of the reduced price lunch is $.10. If the highest selling price for the reduced lunch were $.15, the maximum reimbursement would be reduced $.05 to $.375 per lunch.

Reimbursement rates in force at any given time represent the maximum rates which can be used in calculating a district claim. If the actual costs of serving a free or reduced price Type A lunch are less than the maximum rates in use at that time, the reimbursement is reduced to actual cost.

Federal aid is also paid to school districts operating a breakfast program. In order for the breakfast to be eligible for reimbursement, it must meet the minimum nutritional standards of the program. The

nutritional requirements of a breakfast are defined in Chapter II of this manual. Particular emphasis is placed on extending the benefits of the program to children from areas of poor economic conditions. Approval for participation in the program may be granted for selected schools rather than for an entire school district.

Reimbursement rates for the School Breakfast Program are based on the actual cost of serving breakfast computed on a monthly basis. Maximum rates are established by the United States Department of Agriculture and are adjusted periodically to reflect changing costs.

The selling price for a breakfast must be based on the cost of the food, labor and incidental expenses required to produce the breakfast, less the amount of the reimbursement given to the school. Labor and incidental costs cannot exceed the established maximum rate and there are maximum reimbursement rates for the entire breakfast. Participants in the program are kept advised of the reimbursement rates in force at any given time.

Free and reduced price breakfasts must be offered to children eligible for free and reduced price lunches. Approved Free and Reduced Price Meal Policy procedures must be the same as those used for lunch. An accurate daily count of breakfasts served must be taken at the point of service. These daily counts are the ones used for monthly reimbursement purposes.

Federal aid is paid to school districts for milk served free to eligible children in accordance with provisions of the Special Milk Program. Reimbursement is also available for milk served to paying children as long as the reimbursement is subtracted from the selling price. By filing a monthly claim, school districts are reimbursed for the milk sold during the prior month.

Monthly reimbursement is determined by multiplying the average cost of a half pint of milk together with the number of half pints sold during the month. Milk given free to eligible children is fully reimbursed. Milk served to teachers, cafeteria employees and other adults is not reimbursable. Milk served with the Type A lunch and with breakfast is reimbursed through the National School Lunch and the School Breakfast Program and not through the Special Milk Program.

Federal aid is available for reimbursing school districts for the purchase and installation of equipment required to establish, maintain, or expand a school food services program. Federal aid is at the rate of 75% of the approvable cost of the equipment. Local matching dollars must be used for the other 25%. Nonfood assistance is directed primarily to schools with children from areas in which poor economic conditions exist and which have no equipment or grossly inadequate equipment.

Indirect federal aid is provided through commodities donated by the United States Department of Agriculture to eligible local sponsors for use in their food service programs. Commodities are distributed through the Bureau of Government-Donated Foods Distribution, Office of General Services, to those eligible participants based on the availability of the commodity and the number of children participating in the National School Lunch Program in each school in the program.

B. State Aid. State aid is available to any public school district or private non-profit school which operates a food services program. New York State is required to provide matching funds in order to secure federal

aid under the National School Lunch Program. The amount of these matching funds is adjusted periodically depending on the rules set forth by the United States Department of Agriculture. A separate State appropriation is made for support of the School Breakfast Program.

In most instances, State aid for food services programs is included in the reimbursement rates set periodically and used to pay the monthly claims made by local sponsoring agencies. In addition, the State provides administrative funds for the support of a staff necessary for the maintenance of the program.

C. Local Support. The school food services program, like every other district operation, should be planned on a solvent basis. The amount of local support required to maintain this solvency will be determined by the basic policy of the local board of education in regard to these programs. A food services program involves a considerable amount of income and expenditure during the year and may require direct assistance by the district to operate. It may be necessary, therefore, to include an appropriation in the annual school budget to provide this support.

School districts may provide both direct and indirect assistance to the food services operation. Every district operating a food services program furnishes indirect assistance in the form of space, heat, and similar facilities within the school plant. Most furnish at least the major items in the equipment and utensil line. As noted earlier, if federal funds in the form of nonfood assistance are used for the purchase of equipment, the local district must provide 25% of the cost of the equipment to meet the matching requirement for the 75% federal payment.

In setting the level of district support, careful consideration must be given to the total financial picture. Revenue from the sale of meals and a-la-carte items to student and school staff members using the facilities must be anticipated. Careful consideration should be given to the price levels that can be set for various type meals and the number of children that are likely to participate. Any loss of revenue resulting from the service of free or reduced price meals should be anticipated. Direct district support should then be set at the amount the expenditures will exceed income. It is important that responsible approach be taken in appropriating local funds for the support of food service programs for it is unrealistic to anticipate that the food service managers can make up a deficit by false economies or raising the prices to levels where children cannot participate.

School districts should follow sound procedures of meal accountability for the School Lunch and School Breakfast Programs in order to secure the anticipated reimbursement for these programs. Any discrepancies resulting from audit of these programs usually results in a recollection of fraudulently claimed reimbursements, affecting the fiscal soundness of the program. The daily count procedure at the point of service for the number of free or reduced price meals served should be carefully examined to ensure that the accountability reflects the actual number of meals served, and that such meals meet the Type A Lunch or Breakfast requirements.

D. Sales - Student and Adult. An important source of revenue for districts operating a food services program is from the sale of meals and a-la-carte items to students and school staff members who use the facilities. Selling prices for food should be set at levels which will encourage maximum student participation while insuring a balanced fiscal operation. All

districts participating in the National School Lunch Program, the National Breakfast Program and/or the Special Milk Program must receive approval from the Bureau of School Food Management, State Education Department, for prices charged to students. Any change in selling price must be approved by the Bureau of School Food Management prior to the change being put into effect.

All food services programs for which a cash reimbursement is paid must be operated on a non-profit basis. All income from food sales, donations to the food services program, and other sources of income to the food services program, must be segregated for accounting purposes and used for the operation of the food services program.

Food served to adults is not reimbursable. Adult meals should be priced to cover all costs of such meals. At a minimum, the selling price for adults must be the equivalent of a student meal + the financial reimbursement received for serving the student's meal + the value of commodities allocated per student meal + the sales tax. If pricing adult meals becomes a problem, contact the Bureau of School Food Management, State Education Department.

Adult meals which may be served free as a policy of the School Board are actually fringe benefits to the adult. Under no circumstances are any such meals to be claimed for reimbursement through the National School Lunch, Breakfast or Special Milk Programs. These programs are for student participation only. If the adult served is a member of the School Lunch Staff, then such costs are part of the labor costs attributable to the program. Costs incurred for all other adult meals or non-program meal service (coffee, tea, athletic social events, etc.) served free to board members, teachers, custodial or transportation workers, etc., must be reimbursed from the General Fund to the School Lunch Account.

If the school food services facilities are used by school and community organizations, adequate provision should be made to insure that charges to such groups cover the cost of all food and services in order to insure that the regular food services program is not underwriting part of the cost of such special functions.

CHAPTER V

BUSINESS MANAGEMENT

A. Budgeting.

1. Need for Planning.

Budgetary planning for the operation of a school food services program is as essential as for any other aspect of the school district's operation. The plan must be developed on an annual basis. There is also much to recommend long-range planning as well. If a long-range plan is available, each year's budget is developed within the long-range context, and the projections for each succeeding year are updated.

2. Elements of Budget Development.

The annual budget should consider at least three facets.

a. The objectives and program plans. These should include a statement as to the philosophy and aims of school food services. It should also indicate the scope and nature of the planned services. Will the program include a Type A hot lunch, a Type A cold lunch, a-la-carte food service, a milk program, a breakfast program, food service for senior citizens, or some combination of programs and services?

b. The expenditure plan. Expenditures for school food services must be estimated as accurately as possible in order that adequate financial support may be provided. Obviously, expenditures for school food services may vary from estimates depending upon patronage. Expenditure estimates should provide for the cost of all items identified in the Uniform System of Accounts as chargeable to the school food services program including food, milk supplies, salaries, fringe benefits, equipment, and contractual expenses.

It is essential that all direct school food services costs, as indicated in the Uniform System of Accounts, be charged to the School Lunch Fund. If any expenses, properly charged to the School Lunch Fund are paid out of the General Fund, three serious problems result:

(1) The provisions of the mandated accounting system have been violated.

(2) Expenditures for school food services have not been reflected in the Interfund Transfer as approved by voters in non-city districts.

(3) Operating aid may be paid illegally on the basis of expenditures improperly charged to the General Fund. The budgeting and accounting system for school food services is not intended to include indirect costs or prorated shares of general district expenses. The following are examples of indirect costs which should not be provided for in the school food services budget:

(a) Supervision of children.
(b) Light, power, heat.
(c) Use of space.
(d) Liability insurance.
(e) Normal custodial services.
(f) Business office services for accounting records, payroll, and claims processing.

c. The revenue plan. Revenues for the support of school food services programs normally include the following:
(1) Sale of Type A meals.
(2) Sale of other food items to pupils.
(3) Sale of food to adults.
(4) State-Federal aid.
(5) Surplus food.
(6) Local school district support.

Proceeds from the sale of meals and other food items will depend upon the price schedule established by the board of education as well as on the anticipated patronage. Obviously, identical patronage estimates should be used as the basis for both expenditure and revenue estimates.

If actual patronage exceeds estimates, the additional revenue from sales should cover the additional food costs. On the other hand, if patronage is below estimates, the district may face the need for curtailing labor as well as food costs in order to avoid a deficit.

3. General Fund Support.

In budgeting for school food services programs, many districts find that General Fund support is required to balance income and expenditures. Such support may be provided under an "Interfund Transfer" appropriation in the General Fund. The amount of this appropriation, when added to program revenues, should be at least sufficient to provide for estimated expenditures.

General Fund support for school food services requires voter authorization in the case of non-city districts. The authorization is normally provided as an appropriation in the annual school budget approved by the voters. If the budget is not approved, the voters may be asked to act on a special proposition providing support for school food services.

4. Board of Education Policy.

Under the general direction of the chief school administrator, appropriate staff personnel should develop program policy options for consideration by the board of education. The adoption and revision of all policies are responsibilities of the board. The details of administrative procedures to implement board policy are a responsibility of the administration.

Since board policy has a vital relationship to budget development for school food services, it should be thoughtfully formulated and reviewed annually as a first step in budget development. Economy should be a constant objective in budgetary planning in the interests of

eliminating waste and maximizing quality within the limitations of available funds.

5. Budgetary Controls.

Since school food services must be operated within the limitations of available funds, it is vital that control of expenditures be maintained so that deficits will not be incurred. Whenever monthly reports indicate a deficit position, prompt remedial steps should be taken. These steps may include any of the following or some combination thereof, depending upon the size of the deficit and the circumstances:

a. Serve less expensive foods.
b. Further reduce food waste.
c. Raise prices.
d. Curtail hours of personnel.
e. Eliminate staff positions.
f. Secure voter approval of additional General Fund appropriations.
g. Terminate the school food service program.

During the early months of the school year, it is generally necessary to purchase food staples, canned goods, and supplies for inventory. This may create a temporary deficit situation in the School Lunch Fund. Under provisions of the Uniform System of Accounts, General Fund money may be temporarily advanced to the School Lunch Fund in order to pay for such purchases on a prompt basis. However, such advances must be returned to the General Fund out of school food service revenues for the fiscal year. Any year-end deficit should be avoided since it would represent an unauthorized and illegal expenditure of public funds.

B. Purchasing. The purchasing, receiving, storing, and distributing of necessary supplies and equipment, in addition to the acquisition and proper utilization of food products, represent a significant expenditure in operating an effective school food services program. Items must be procured efficiently and economically to increase the "mileage" of the educational dollar. The measure of efficient, economical purchasing is the degree to which the right items are provided in the right quantity at the right place at the right time and at the right price.

It is important that the manager selected for a school food services program be one who is skilled in good purchasing control, in addition to being knowledgeable in the preparation of wholesome and appetizing meals. This person should work closely with the business office and be certain that the purchasing policy and procedures of the district are clearly established and understood by all concerned.

The school purchasing process is regulated by state law, court decisions, and local school board policy. The school food services manager should be aware that large order quantities may be subject to competitive bidding procedures. These bidding restrictions need not restrict the purchasing agent or the school food services manager; rather, local policies and routine can be structured to allow flexibility and the exercise of professional judgment while at the same time allowing the observance of both the letter and spirit of the statutes and protection of the public interests.

1. Objectives and Advantages of Good Purchasing, Storage, and Utilization Procedures.

a. Saving of time and unnecessary work.
b. Economical buying in line with favorable market provisions and discount provisions.
c. Consistent procurement of high quality goods.
d. Availability of produce and other food and supplies when needed.
e. Proper storage under favorable access conditions.
f. Balanced inventory so that cash is not unduly tied up.
g. Utilization of oldest stock first to prevent spoilage and deterioration.
h. Minimum loss of nutritional and/or other desirable qualities.
i. Sufficient food products to permit preparation of balanced meals on a varied day-to-day basis.
j. Minimum loss in waste during preparation.
k. Satisfied, healthy school lunch program patrons.

2. Purchasing and Storage Procedure.

A comprehensive coverage of policies and practices relating to purchases and stores controls in a school district is contained in another handbook of this series.[1] Most purchases should be initiated by a requisition; quotation or bids received; and pre-numbered, approved purchase orders submitted to the successful vendor. The receiving copy of the purchase order must be checked for item and count accuracy and delivered goods inspected for quality in terms of specifications. Follow-ups must be made on shortages, split orders, or re-orders. Goods should be properly checked into storage and inventory, and released only on proper authority. The signed receiving copy of the purchase order should then be sent to the business office to be processed for timely payment.

Listed below are some methods by which necessary foods, supplies and equipment may be procured:

a. Competitive Bids - All purchase contracts for materials, equipment, or supplies involving an annual expenditure of over $1,500, and all public work contracts involving over $3,500 must be awarded on the basis of public advertising and competitive bidding. The school food services manager should consider awarding contracts on a prompt delivery basis for such items as canned foods.
b. Periodic Bidding of Meat - Because of frequent wholesale price fluctuations in the meat industry, few vendors are willing to enter into a contract for a prolonged period of time. It is suggested that public advertising for meat bids be placed once during the year, normally during the month of August. The legal notice should indicate that bids will be received

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[1]The University of the State of New York, The State Education Department, Division of Educational Management Services - School Business Management Handbook, Number 5 - Purchasing, Albany, New York 12230 Revised January 1974.

periodically during the school year on a monthly, biweekly, or other basis. The dates when bids will be opened and the estimated quantities will be given in the advertisement. This method eliminates the cost of repeated advertising and complies with the intent of Section 103 of the General Municipal Law.

Reference can be made to an article on this subject published by the State Education Department.[2]

c. Escalator Clauses.

(1) Milk - Because of problems with fixed price-term contracts, there are advantages in using an escalator clause from the standpoint of both the school district and the milk distributor. If the distributor can be assured of price adjustments reflecting increases and/or decreases in his cost for raw milk, he will be encouraged to submit a bid which has not been padded to protect him against further price increases. Thus, the school district may expect a lower initial price plus reduction if and when there are distributor reductions in the costs of raw milk.

Another State Education publication[3] refers to milk contracts and the escalator clause.

(2) Ice Cream - Ice Cream contracts may also contain an escalator clause. The price for ice cream and related products may be adjusted upward or downward on a monthly basis. The index used is the estimated average retail price for ice cream in half gallons, as reported by the Bureau of Labor Statistics, U.S. Department of Labor, for the New York, Northeastern New Jersey area.

Included as Appendices A-12 and A-13 of this handbook are sample escalator clauses for milk and ice cream contracts.

d. Cooperative Bids - It has been demonstrated that cooperative bidding by two or more districts has resulted in lower prices because of the larger quantities involved, plus the savings to the districts in office expense, time, and effort. Two or more school districts can jointly advertise and receive bids for materials or supplies. They must, however, follow regulations which apply for purchases made by individual districts. Agreement among the participating school districts must be clear as to procedural details and specifications before such joint action can be undertaken. Such a

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[2]The University of the State of New York, The State Education Department, Purchasing News and Tips, Number 18, December 1972.

[3]The University of the State of New York, The State Education Department, School Business Management News, Vol. 22, April 1974, Number 3.

joint operation may be coordinated by a board of cooperative educational services. It is also possible for two or more BOCES to conduct a joint bidding effort among their component districts.

The participating districts may appoint one official or one body to recommend award of contract(s) after advertising and bidding. Specifications may also be written requiring vendors to deliver items to and bill each district separately for its portion of the contract. It is recommended that the school food services manager be one of the people participating in the recommendation of award of contract. Cooperative bidding is discussed in greater detail in School Business Management Handbook No. 5, Purchasing.

e. Quotations - Some boards of education have adopted local policy setting less than statutory levels of cost above which competitive bidding or general price quotations will be sought. Boards of education are encouraged to solicit quotations for items costing less than $1,500. A reasonable low figure should be set, for to go through the same procedure for a $5 order as for a $1,000 order may result in a waste of both time and money. The board should study the purchases of the school food service program carefully and give definite guidance in terms of its needs.

f. Open Purchase Orders - Many school districts authorize their school food services manager to make purchases of small dollar amounts for unanticipated supplies from nearby or local vendors and then to confirm these by issuing purchase orders. This practice should be discouraged because of the hazard of overexpenditure of appropriations.

In order to provide proper budget control, districts may use open purchase orders to local vendors where routine purchases of small dollar amounts are being made. This procedure entails the assignment of a dollar limit and period of time to each open order (usually the estimated amount for one month). When the expiration date is reached, a new purchase order would be issued to the vendor. The open order would also list the names of school food service staff members authorized to purchase under it.

g. State Contract Purchasing - The use of State purchase contracts is considered good business practice in view of the generally lower prices available because of the great volume. The costs of developing bid specifications and advertising are borne by the State, and quality control on the items is exercised by the Division of Standards and Purchase. The school food services manager should consider purchasing using State contracts.

h. General Buying Considerations.

(1) The purchase of school food program supplies and

equipment should be conducted through the district designated purchasing agent. The food services manager should initiate the necessary request in sufficient time to obtain delivery when needed. Very often, certain types of canned goods and other food products are available as special buys. Arrangements should be made with the purchasing official so that advantage may be taken of such occasions.

(2) These items will often represent a considerable cash outlay. The quantity purchase of any one item should be carefully considered in terms of what may be used over a reasonable period of time. It is no "buy" to purchase, at a special price, quantities of an item which will last for months or years. Vital storage space and cash may thus be tied up, and there is always the danger of stock deterioration.

(3) Since it is normal procedure to re-order before an item is completely used up, cases of goods should always be coded as to the date of acquisition. Items not in quantity packages should be similarly marked. When inventories are taken, it is a good practice to note items that have been on hand for some time and to attempt to incorporate these in future menus as soon as possible. It would also be a good policy to control future purchase of such products.

C. Handling of Receipts.

1. General Deposit Responsibility.

In accord with its legal responsibility, the board of education should designate one person to be responsible for depositing school lunch receipts in the designated bank.

The receipt issuing procedures to be used when collecting school lunch moneys may vary depending on local conditions. However, the following are minimal safeguards:

a. When money is received by the designated depositor, a receipt in triplicate should be executed. The original copy is given to the individual turning in the funds, one copy is sent to the district treasurer, and one copy is retained by the depositor. (Commissioner's Regulations, Section 170.21)

b. When the money is deposited in the bank, one verified deposit slip should be furnished the district treasurer as proof of deposit; and one copy should be retained by the designated depositor. Additional copies may be furnished as required.

The question of bonding the depositor and enacting board policy regarding deposits will depend on local conditions. If large sums of money are involved, the depositor should be included in a blanket-type bond perhaps at a limit exceeding that on other employees. Daily deposits are also recommended so that large sums of money do not accumulate. When conditions necessitate the need for holding money on the premises pending deposit, a board has the additional responsibility of providing a reliable

and approved safe, vault, or other means of safekeeping.

2. Handling Receipts at the School Lunchroom Level.

Every board has a responsibility, also, for seeing that procedures are set up to assure proper handling and safeguarding of receipts from the time they are received until they are given to the designated depositor. This is true for moneys received from the sale of meals and other type items in the school lunch program.

There are varying techniques that can be applied to maintain control over the accurate accounting for such moneys, depending on the size of the operation and the equipment available. It is important, however, to gain positive control with a minimum of records and cross-checking. The following suggestions will cover varying local situations:

a. Cash Handling Equipment.

(1) For small programs, a simple cash box from which to make change may suffice. This is not recommended if the purchase and use of a cash register can be justified.

(2) Most programs should be provided with cash registers. Those containing tapes which record all transactions entered on the keyboard are recommended. In some instances it may be justified to augment the cash register with another register ahead of it in the serving line. This machine will issue individual tapes indicating the various items purchased and the total amount to be paid at the cash register.

(3) Where meal tickets are used, they should be consecutively numbered. Each ticket should be good for only one meal, and distinguishing colors should be used if more than one type of meal purchase is handled in this way. At the end of the serving line, tickets should be punched or otherwise partially mutilated so that they cannot be re-used. Tearing the ticket in two is not recommended as it makes a participation count more difficult.

b. Internal Controls.

(1) Only responsible and mature adults or students should be assigned to receive cash and/or record the daily participation count.

(2) Individual program conditions will determine whether the cashiers should be bonded. There is nothing punitive in such coverage, nor are the characters of incumbents impugned. Bonding can assist in making the individual more alert regarding responsibilities and does afford protection to the board and the district.

(3) The assigned personnel should be trained to determine accurately each type of complete meal or a-la-carte purchase and should be familiar with the use of any code or record form. A policy against substitutions on a complete meal, except

as provided in the basic menu, will make the task of recording participation easier, as well as assist in normal serving.

(4) Flow of traffic past the cashier and/or the participation check point should be orderly and reasonably paced. This will prevent unnecessary distraction and confusion.

(5) Periodic administrative review and on-the-spot checking should be established to improve efficiency and to determine weaknesses in established procedures. Those working on cashier and/or checking assignments should know that this procedure will be followed, but they need not be advised as to when observations will be conducted.

c. Daily Cash Register Reconciliation.

(1) At the end of each business day, the cash provided for change making purposes should be segregated and the balance of money on hand reconciled by someone other than the cashier with the record of meals and other items served. Though overages or shortages are not desirable, they probably will occur; and some policy should be set for handling them. Continual discrepancies will indicate either individual inability to cope with the responsibility or some difficulty in internal control procedure.

(2) Where meal tickets are sold outside the lunch room, receipts from sales should be checked against the number of prenumbered tickets sold. In addition, a determination should be made as to whether the program will be immediately credited with the total received for the tickets sold, or whether the daily receipts will be computed on the basis of the tickets collected at the end of the serving line. In the latter procedure, some periodic adjustment must be made in the program receipts to permit deposit of money for tickets sold but never used.

d. Routing of Daily Receipts. After the appropriate reconciliation has been completed, all money for deposit should be wrapped or rolled and given by the person in charge of the lunchroom operation to the designated depositor. The original of a triplicate prenumbered receipt should be given in exchange. It may also be required that a duplicate record of the daily meal participation count be turned in with the receipts. Where a register tape is used for this purpose, it should be initialed, dated, and kept on file for program audit purposes. A form indicating the types and amount of currency, plus any overage or shortage statement, is also recommended.

3. Handling Reimbursement Checks, Donations, and Other Receipts.

School food service programs will often have receipts other than from daily student and staff sales and funds made available through district appropriations. Such revenues will come from monthly reimbursement checks for programs participating in the National School Lunch and Special Milk Programs, from contributions from local service groups or individuals who may be giving general assistance or undertaking to assist needy children, and from adjustment refunds and receipts from special functions utilizing the lunch program facilities during non-school hours.

a. Reimbursement Checks.

(1) These checks are issued by the State of New York on Federal and State funds made available for program support. They are based on the approved claims submitted monthly to the School Lunch Unit, Division of School Financial Aid of the State Education Department.

(2) One check is issued covering the amount due all schools of the district for the month the particular program is involved. It is made payable to the board of education. Upon receipt, it should be routed to the treasurer who will issue a prenumbered receipt for it and deposit it in the proper manner. Since the original receipt need not be sent to the State, it may be utilized either to advise the school food services manager of receipt of the check or may be sent to the business office which originally received the check.

b. Local Donations.

(1) Each check from local service groups or individuals in support of the program should be made payable to the board, with a special note as to its application to the particular program.

(2) It is not recommended that the gift of such moneys be encompassed by such terms as will require additional sub-accounting procedures to show definite expenditure for a particular phase of the program. Neither should such checks be drawn to the order of a particular vendor in full or partial payment of any bill that has been rendered to the board. These checks should be routed to the treasurer and processed in the same manner as other receipts. The original of the prenumbered receipt should be directed to the donor. This does not bar outright purchases by a group from a vendor that are subsequently donated in kind to the program.

c. Receipts from Non-program Functions.

Since the receipts <u>must</u> equal or exceed the expenditure outlay if the regular lunch program is receiving National School Lunch Reimbursement, the person in charge of the meal preparation should indicate the

current market value of items used from stock supplies, special purchases made for the occasion, labor, and other expenditures required.

The receipts are counted and prepared by the cashier in the same manner as daily lunch room receipts. They should be forwarded to the designated depositor referred to in the paragraph above.

D. Accounting.

1. Establishment of Proper Accounts.

The principle that a system of accounts must follow the law needs no explanation. Accounting for the school food services program moneys in New York State revolves around the theory of separation of accounts by fund as prescribed by the Uniform System of Accounts for School Districts.

A fund is a separate independent fiscal and accounting entity. Each fund must be accounted for so that the identity of its resources and obligations, receipts and disbursements, and revenues and expenditures is continually maintained. This purpose is accomplished by providing a complete set of self-balancing accounts.

The identification of the assets of the fund is accomplished through the ledgers of each fund, and no physical segregation is necessary. The same bank account might be used for the General, School Lunch, and Trust and Agency funds of a district.

The system requires double-entry accounting for all districts except those with less than eight teachers where single-entry accounting may be employed. Double-entry requires the installation and maintenance of books of original entry (general journal, cash receipts, and disbursements journal, general ledger and subsidiary ledgers) for each control account maintained in the general ledger. Budgetary and encumbrance accounting in the school is not required by the Uniform System for the School Lunch Fund.

The modified accrual basis of accounting is used to record transactions involving school lunch moneys. Under this method revenues are recorded when received except that claims submitted to the State for reimbursement are recorded as revenue when filed with the State agency.

All direct expenses of school food services and milk programs will be paid from this fund. Surplus foods will be recorded at market value. An annual physical inventory of food must be taken, and the value recorded in the accounting records.

Expenditures from the School Lunch Fund are subject to the same legal restrictions and auditing requirements as those of the General Fund.

2. Chart of Accounts.

The revenue, expense, and general ledger accounts shown in the chart which follows are normally used to record school lunch activities. The prefix "C" shall be used to identify accounts of this fund.

Chart of General Ledger Accounts

Assets

C-200	Cash
C-201	Cash in Time Deposits
C-410	State and Federal Aid Receivable
C-446	Food Inventory

Expense

C-520	Food Purchases
C-522	Expense

Liabilities and Fund Balance

C-600	Accounts Payable
C-630	Due to Other Funds
C-631	Due to Other Governments
C-906	Revenue and Expense Summary
C-909	Fund Balance

Revenue Accounts

C-980	Revenues
C-981	Sales

Chart of C-980 Revenue Accounts

C-2401	Interest and Earnings
C-2650	Sale of Scrap and Excess Materials
C-2665	Sale of Equipment
C-2690	Compensation for Loss
C-2701	Refunds of Prior Years' Expenses
C-2705	Gifts and Donations
C-2770	Miscellaneous Revenues (specify)
C-2810	Transfer from General Fund
C-3190	State Aid - School Lunch and Milk Program
C-4190	Federal Aid - Surplus Food

Chart of C-981 Sales Accounts

C-1440	Sale of Type A lunches
C-1445	Other Food Sales

Chart of Expense Accounts - Functional Unit

C-2860.0	School Lunch
C-9010.0	State Retirement
C-9020.0	Teachers' Retirement
C-9030.0	Social Security
C-9040.0	Workmen's Compensation
C-9045.0	Life Insurance
C-9050.0	Unemployment Insurance
C-9055.0	Disability Insurance
C-9060.0	Hospital and Medical Insurance

Objects of Expense

.15	Personal Services - Instructional
.16	Personal Services - Noninstructional
.2	Equipment

Objects of Expense (continued)

.4	Contractual Expenses
.4(5)	Materials and Supplies
.8	Employee Benefits
.0	TOTAL

CHAPTER VI

FOODS MANAGEMENT

A. Purchasing - Specifications. Because the purchasing of food commodities requires an expertise which has been developed in school food managers through their training and experience, they must be heavily involved in all purchasing connected with the school's food services program. In most large districts a purchasing agent will be employed to handle the purchasing responsibility. In some districts, the food service manager may be assigned this responsibility. In either case, good purchasing practices insure the district maximum value for each food dollar spent.

The success of food service program, to a large extent, results from good menu planning. Good menus are the basis for food purchases and contribute to the fiscal stability of the program by:

1. Increasing the participation in the program.
2. Controlling costs through inclusion of government donated foods and foods in plentiful supply.
3. Controlling labor cost when used as a basis for scheduling work.

In many instances, purchases made for use in the food services program will require competitive bidding. In the award of a bid for food products, the lowest total bid for an item being purchased may not be the most acceptable bid. Each bid must be evaluated for the lowest cost per serving, which is the true measure of the cost to the program. For example:

1. Two bids may be received for a case of six no.10 cans of green beans.
2. One supplier bids $4.80 per case; the second supplier bids $5.40 per case.
3. Comparing the two products, a can of beans from the $4.80 case lot yielded 20 one-half cup servings per can; a can of beans from the $5.40 case lot yielded 30 one-half cup servings per can.
4. Each serving from the $4.80 case lot cost $.04; each serving from the $5.40 case lot cost $.03.

The number of servings vary because of the quality of the products being sold. In the above example, the beans from the $4.80 case lot were less tightly packed and contained more stems and odd pieces which could not be used.

In order to avoid this type of situation, food services managers should establish an effective quality determination procedure which would insure that contracts are awarded to vendors bidding on quality products at the lowest per serving cost. A suggested bidding procedure which would insure this, is as follows:

1. Product samples should be required with all bids.
2. Labels on the sample products should be removed and the can coded.
3. Each product should be opened and compared for quality, color, texture, and scrap content.
4. Each acceptable product is then compared on a cost per serving basis.
5. Codes are revealed identifying the vendor supplying the most acceptable produce at the lowest cost.

Rules which may be followed in purchasing other products may not

apply to the purchase of food. A tendency in purchasing most products is to accept the lowest total bid. In food purchasing, it is most important that the food services managers provide the purchasing agent with guidance. Some areas where this guidance may be helpful are:

1. Quantities - accurate estimates based on usage rates can be determined only by the food services manager. Purchasing in excessive quantities to secure a lower price is not good management.

2. Meat can be purchased in many grades. Lower grade meat, at a lower cost, may be suited for certain meals whereas not for other type meals. The grade of meat to be purchased should be determined by the food services manager.

3. Meat can be purchased in many forms; i.e., whole carcass, wholesale cuts, fabricated roasts, and portion ready cuts. While a whole carcass may be cheaper per pound than a portion ready cut, the final serving cost may be much higher because of the labor involved in preparing the meat for serving.

Further assistance for the food services manager in developing good purchasing practices can be obtained through the use of the following publication developed jointly by the United States Department of Agriculture and the United States Department of Commerce. The title of the publication is "Food Buying Guide for Type A School Lunches". This publication provides information for planning and calculating quantities of food to be purchased and used by schools serving Type A lunches. It can be obtained from the:

Superintendent of Documents
U.S. Government Printing Office
Washington, D.C. 20402
Stock Number 0100-1454

B. Inventory Control. It is essential that all schools keep accurate records of the amounts of food in stock and the quantities of food moving into and out of storage over given periods of time. To keep satisfactory food controls, it's important to establish a system and to designate one person to keep the records. Methods used to maintain this information will vary with the individual school.

It is recommended that a perpetual inventory record be kept for all food in stock. Separate cards should be kept for each item. If different sized containers of the same food item are being stocked, separate cards are needed for each size. The perpetual inventory cards show at a glance for each food item:

1. The dates of all transactions.
2. The record of action.
3. Quantity of food received.
4. Quantity of food withdrawn.
5. The balance of food in storage.

The inventory record keeper should set aside a specific time daily for posting entries. Colored riders may be attached to cards to indicate that the stock is low or that it should be used at once.

In small schools, if a perpetual inventory record does not seem justified, it will be necessary to take a complete physical inventory of all foods on hand before the monthly financial statement can be made. It is also wise for larger schools to take a monthly physical inventory for

use in making financial statements and to serve as a check on the accuracy of the perpetual inventory record. This is especially important for USDA donated foods. The physical inventory includes all food on hand in the kitchen as well as that in storage. In calculating the value of the inventory, it is customary to use the original purchase cost of the items rather than the current market price.

For ease in taking a physical count of foods in storage, arrange the items according to food groups, with each group arranged in alphabetical order. For example, canned fruits - apples, apricots, etc. This system makes for ease in counting at the time of taking inventory as well as giving an orderly appearance to the storeroom. The procedure for taking the physical inventory is simplified and made more accurate by listing once, in a bound notebook, all items in the order or sequence in which they are stored, and providing lines for 12 monthly entries. Space should be left between items so that additional items may be added during the year.

The count for each food item taken during the physical inventory may be recorded in red on the corresponding perpetual inventory card to provide a simple means of comparing the two inventories. Minor differences are sometimes found when more than one person is responsible for keeping the records. If this occurs, the figures should be adjusted. Any major differences in the two inventories should be investigated thoroughly.

C. Warehousing. As part of every food services program, consideration must be given to providing needed storage facilities to insure that all foods will be stored in a manner which will maintain their quality and nutritive value until consumed. Temperature, humidity, ventilation, rodents, and insects must be controlled throughout the storage period.

Efficient arrangement of the receiving and food storage areas in relation to other areas used for food services is of major importance in an economical operation. Orderly arrangement of functions and equipment and planning of routes will save workers both steps and time. If routes of operation are confused by backtracking and cross-travel, then accidents, costly mistakes, and delays may result.

1. Receiving Area.

A loading platform is needed to facilitate handling of foods and to protect them from the elements during the course of unloading. A receiving area inside the building is also needed to provide temporary storage until deliveries are checked for quality, weight, and count.

The loading platform should be located on the ground floor level near the service driveway adjacent to the storeroom and kitchen and away from playgrounds and student traffic.

Receiving equipment - a receiving area must have certain basic equipment to function effectively:

a. Desk or shelf for checking in deliveries.
b. Scales for weighing in foods.
c. Hand trucks - either the two wheeled or four wheeled variety.

2. Dry Food Storage Area.

The dry food storage area provides orderly storage for foods not requiring refrigeration. It should provide protection of foods from the elements, fire, insects, rodents, spoilage organisms, pilferage, or other causes.

Good ventilation is essential to the proper storage of dry

food. Ventilation assists in controlling the temperature and humidity retarding the growth of various types of bacteria and molds, prevents mustiness and rusting of metal containers, and minimizes caking of ground or powdered foods.

Temperatures of 50 degrees to 70 degrees are recommended for the dry storage area.

3. Refrigerated Food Storage Area.

Two types of refrigerated storage space are needed:

Normal refrigeration - 32 degrees to 50 degrees F.

Freezer or frozen food storage - 0 degrees F. or below.

Reach-in refrigeration and freezers or frozen food cabinets with built-in motors and compressors operate best when placed away from the wall so that air can circulate freely around and above them. Do not fit this equipment into a tight niche with walls on three sides, or under a shelf. This equipment should be set level and away from sources of heat such as sunny windows, radiators, hot pipes and ranges.

If motors and compressor units are not built into the refrigeration equipment, place them where air will circulate freely around them. Do not place them in a room where food is stored as they give off heat.

Milk coolers should be of the commercial type constructed to maintain temperatures of 32 degrees to 45 degrees F. The most commonly used cooler is the self-service horizontal chest-type with built-in fans to circulate the air uniformly.

Reliable thermometers are essential inside refrigerated facilities to make sure that proper temperatures are maintained. Thermometer readings should be taken every day, since the quality of both fresh and frozen food is adversely affected by exposure to temperatures above the optimum.

4. Inspection of Foods upon Arrival.

Each delivery of food should be carefully checked for possible shortages and damage before the foods are accepted. All foods should be thoroughly inspected before they are put in storage. Refrigerated products should be examined upon arrival to be sure that temperatures have been adequate and that products are in good condition. This is especially true of frozen foods.

Canned goods should be examined to determine if there are any damaged, disfigured, or discolored cases or cans. Any of these conditions might indicate spoilage or deterioration.

Foods subject to insect infestation need to be thoroughly inspected. Foods that are found to be out of condition at time of receipt must be segregated from other foods. USDA donated foods found to be out of condition are to be recorded and reported to the State distributing agency.

5. Care of School Lunch Foods and Food Storage Facilities During the Summer Months.

Every effort should be made to use up all foods on hand before the end of the school year. Inventories should be put to work by planning menus around the foods on hand. The money saved by using such foods can be used to restock the storeroom in the fall.

If, in spite of careful planning, some foods are left on hand at the end of the school year, arrangements should be made to store

them properly during the summer months. Many foods lose nutritive value during storage, and all foods will spoil if not stored properly.

The following suggestions will be helpful in taking care of foods and storage facilities during the summer months:

a. Dry Food Storage.
   (1) Keep the storeroom cool and dry, at temperatures around 50 degrees F., but certainly not above 70 degrees F.
   (2) Clean storeroom thoroughly and inspect for evidence of spoilage such as bulging or leaking cans.
   (3) If spoilage has occurred, remove the food immediately, and clean the area thoroughly to prevent contamination of other foods.
   (4) Keep the storeroom well ventilated. Air the storeroom several times during the summer months.
   (5) Keep storeroom rodent and insect proof. Check and repair holes or openings where rodents and insects may enter.
   (6) Keep storeroom theft proof. Be sure that doors and windows are locked securely.

b. Refrigerated Food Storage.
   (1) During the summer months when schools are closed, it is best to transfer foods requiring refrigerated storage to a locker plant or commercial cold storage plant.
   (2) Disconnect reach-in refrigerators, freezers, or frozen food storage cabinets and walk-in refrigerators at the plug or by removing the fuses. This is preferable to just turning them off at the switch.
   (3) Clean all refrigerated equipment thoroughly.
   (4) Prop refrigerator and freezer doors open. This will minimize the danger of corrosion.
   (5) Have a competent refrigeration mechanic check and service compressors, condensors, and motors.
   (6) If foods requiring refrigeration must be kept on the school premises, check refrigeration units periodically to be sure that proper temperatures are being maintained.

c. Before Storing Food During the Summer Months:
   (1) Check all food to be sure that it is in good condition.
   (2) Dispose of any canned food that is bulged or leaking.
   (3) Repackage broken lots of food in metal containers with tight fitting lids.
   (4) Store food on shelves, dollies or skids - not directly on the floor.
   (5) Store food 1 to 2 inches from the wall to permit air circulation.
   (6) Label and date all food that is placed in storage, then use this food first in the fall.

(7) Make a record of all food in storage, and use in planning food supplies for the fall.

d. Housekeeping Practices.

Good housekeeping practices need to be followed daily to insure cleanliness and orderliness in all food storage areas. Sanitation and cleanliness are a must in food handling and storage.

Most food poisoning outbreaks are caused by failure of food handlers to follow good sanitary practices. This places the responsibility for following good practices in sanitation and cleanliness directly upon the food services personnel in schools and institutions.

e. Care of Dry Food Storage Facilities.

(1) Inspect food regularly.
(2) Establish and follow regular cleaning schedules.
(3) Check for spoilage frequently, and immediately discard contaminated food.
(4) Inspect for torn sacks and broken cartons.
(5) Sweep storeroom floors daily, and mop at least weekly.
(6) Control rodents and insects.

f. Care of Refrigerated Food Storage Facilities.

(1) Have equipment checked regularly by a qualified refrigeration mechanic.
(2) Clean reach-in and walk-in refrigerators thoroughly each week.
(3) Defrost and clean freezers and frozen food storage cabinets when the frost becomes three-eighths to one-half inch thick on the sides or coils. Follow manufacturers' instructions.
(4) Clean milk coolers and dispensers thoroughly at least once a week.

CHAPTER VII

PRIVATE CONTRACTORS

A. Contracts.

1. Food Services Management Contracts.

Any school operating or wishing to operate a food services program, may contract with a private food service management company to provide, maintain, and operate a cafeteria or restaurant service. Contracting for this type service is now regulated by new legislation; i.e., subdivision 14, Section 305, of Education Law. Proposals for a contract food services program must conform to the rules set forth in Commissioner's Regulations, Section 114.2.

A contract with a private food service management company must be awarded to the lowest responsible bidder as determined by the board of education or trustee of the district. Power is vested in the Commissioner of Education to reject any bid, which in his opinion, is not in the best interest of the district. Under such a circumstance, the Commissioner would order that new proposals be obtained by the district.

Bids must be advertised in a newspaper or newspapers designated by the board of education or trustee of the district as having general circulation within the district. This advertisement must contain a statement designating the time and place of the bid opening. At least five days must elapse between the first publication of such advertisement and the date specified for the opening of the bid. A copy of the food service contract must be fowarded to the Bureau of School Food Management, c/o State Education Department.

School districts operating a food services program on a contract basis retain the same legal responsibilities as those school districts which operate their own food services program. All Federal and/or State regulations governing the program must be met. School districts are required to maintain a nutrition-health education program which is to be coordinated with the food services program.

Private food services management companies are expected to maintain such records (supported by invoices, receipts or other evidence) as the school requires to meet monthly reporting responsibilities. These data should be reported to the school by the contractor no later than the 5th day following the end of each month in which services were rendered. The contractor must assure the school district that federally donated commodities received by the school and made available to the food services company will be used to benefit the school's feeding program only. The contractor is also required to maintain books and records on the school's feeding operation for inspection and audit by representatives of the State and/or Federal agencies for a period of six years from the close of the Federal fiscal year to which they pertain.

2. Food Processing Contracts.

School districts receiving government commodities may employ a commercial facility to process these commodities by converting them into different end-products or by repacking them. When this is done, the school district is required to execute a written contract with the processing facility.

Contracts with processing facilities must include, as a

minimum, the following stipulations:

a. The processed commodities delivered to the school district must be fully accounted for through the production of an appropriate number of units of end-products or packages.

b. The food contractor is liable for the return of all commodities not so accounted for or for the value thereof.

c. The contractor is responsible for the use or disposition of the containers in which he receives the commodities, in accordance with the instructions of the school district.

d. The contractor must maintain records and submit reports to the school district pertaining to the performance of the contract.

e. The contractor must label the end-product, if placed in containers or repackaged, with the words "Contains Commodities Donated by the United States Department of Agriculture - Not to Be Sold or Exchanged."

In establishing a contract with a food processing facility, a school district is expected to follow prudent business practices. The use of competitive bidding to insure minimum processing costs consistent with acceptable standards is required. Specifications should contain sufficient detail to insure compliance in all aspects to the standards and regulations established by Federal and/or State laws.

All food processing contracts must be submitted to the Bureau of School Food Management, State Education Department, within 30 calendar days of the date of execution by the school district.

B. Extension of Agreements. The board of education or the trustee of a school district may elect to extend the annual contract with a food service management company, eliminating the need for rebidding the contract each year.

This election is permissible for food service management contracts (food processing contracts cannot be extended beyond the original contract period) provided the following requirements are fulfilled:

1. An annual extension of the contract is prepared on forms prescribed by the Commissioner of Education.

2. These extensions are filed with and approved by the Commissioner of Education and are in accordance with all laws, rules, and regulations pertaining to the filing of food service management contracts.

3. The original contract being extended was awarded in accordance with the competitive bidding requirements of subdivision 14 of Section 305 of the Education Law, and Section 103 of the General Municipal Law.

4. The contract is not extended beyond five years from the date of its original inception.

The board of education or the trustee of the school district electing to extend a contract, may, at its discretion, increase the contractual amount paid in the preceding year. However, this increase may not exceed the national consumer price index for the 12-month period immediately preceding the termination date of the contract, provided it has been satisfactorily established by the contractor that during the period of

the contract, there has been at least an equivalent increase in the amount of his cost of operation.

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APPENDICES

Appendix A - Standard Forms Pertaining to the National School Lunch and Special Milk Programs

Appendix B - Standard Forms Pertaining to the School Breakfast Program

Appendix C - Standard Forms Pertaining to the Non Food Assistance Program

Appendix D - Standard Forms Pertaining to the Food Commodities Distribution Program

Appendix E - Sample Copy, Job Title Descriptions

APPENDIX A

STANDARD FORMS PERTAINING TO THE NATIONAL SCHOOL LUNCH AND SPECIAL MILK PROGRAMS

A-1 School Lunch Program Agreement

A-2 Application for Participation - School Lunch Program

A-3 Summer Financial Statement

A-4 Monthly Claim - School Lunch and Special Milk Programs

A-5 Monthly Tabular Claim Form - School Lunch Program

A-6 Monthly Tabular Claim Form - Special Milk Program

A-7 Special Milk Program Agreement

A-8 Special Milk Program Agreement - Amendment #1

A-9 Special Milk Program - Annual Renewal Application

A-10 Monthly Claim for Special Milk Reimbursement, Only

A-11 Signature Authorization Form - School Lunch and Special Milk Programs

A-12 Sample Escalator Clause for School Milk Contracts

A-13 Escalator Clause for Ice Cream Contracts

APPENDIX A
A-1

NO.....

THE UNIVERSITY OF THE STATE OF NEW YORK
THE STATE EDUCATION DEPARTMENT

Division of Educational Finance
Albany, New York 12210

SCHOOL LUNCH PROGRAM AGREEMENT

(Two Copies Required)

In order to effectuate the purposes of the National School Lunch Act as amended, hereinafter referred to as the "Act," and to carry out the terms and conditions of an agreement between the United States Department of Agriculture, hereinafter referred to as the "Department," and the New York State Education Department, herein referred to as "State Education Department," the New York State Education Department ("State Education Department") and .....

.....

(Full Legal Name of School District or Corporation Operating School)

whose address is .....

(Street and Number) (City) (Zip code)

State of New York, hereinafter referred to as the "Sponsor," mutually agree as follows:

1. The State Education Department agrees, subject to the availability of funds and the continuance of the Federal program under the National School Lunch Act, as amended that it will reimburse the Sponsor on behalf of the lunches served to eligible children attending schools for which this agreement is in effect. The reimbursement will not exceed an amount equal to the number of Type A meals served to children in high school grades and under during the lunch period in each school multiplied by the rate assigned by the State Education Department, or the cost to the Sponsor of obtaining food assistance, whichever is lower.

2. The Sponsor agrees that it is the authority having supervision and control over the operation of the school lunch program in the schools for which it makes application, and the Sponsor shall supervise the school lunch operations in such schools in such manner as will insure compliance therein with the terms and conditions of this ageement.

3. The Sponsor agrees that the school lunch programs shall be operated on a nonprofit basis and shall limit its operating balance to a level consistent with program needs. Income accruing to the lunch program of any school shall be used only for program purposes: Providing, however, that such income shall not be used to purchase land, to acquire or construct buildings, or to make alterations of existing buildings; and provided further, that only funds from sources other than Federal or children's payments for lunches shall be used to finance out-of-State travel of school lunch personnel or the purchase of passenger automobiles.

4. The Sponsor agrees to serve a Type A lunch meeting the following minimum nutritional requirements during a period designated as the lunch period:

(*a*) One-half pint of milk as a beverage.

(*b*) Two ounces (edible portion as served) of lean meat, poultry, or fish; or two ounces of cheese; or one egg; or one-half cup of cooked dry beans or peas; or four tablespoons of peanut butter; or an equivalent quantity of any combination of the above listed foods. To be counted in meeting this requirement, these foods must be served in a main dish or in a main dish and one other menu item.

(*c*) A three-fourth cup serving consisting of two or more vegetables or fruits, or both. Full-strength vegetable or fruit juice may be counted to meet not more than one-fourth cup of this requirement.

(*d*) One slice of whole grain or enriched bread; or a serving of cornbread, biscuits, rolls, muffins, etc., made of whole grain or enriched meal or flour.

(*e*) One teaspoon of butter or fortified margarine.

The kinds and amounts of food specified above are approximate amounts of food to serve 10- to 12-year-old boys and girls. The Sponsor with approval of the State Education Department may serve lesser amounts to younger children. The Sponsor is also encouraged to serve larger amounts to older boys and girls. Substitutions may be made in the minimum food components of a Type A lunch if individual participating children are unable, because of medical or other special dietary needs, to consume such foods. Such substitutions shall be made only when supported by a statement from a recognized medical authority which includes recommended alternate foods and should be approved by the State Education Department. If emergency conditions prevent a school from obtaining delivery of milk, the State Education Department may approve the service of lunches without milk during the emergency period.

5. The Sponsor agrees to price the Type A lunch as a unit. Lunches consisting of food items selected and priced on an a la carte basis will not be eligible for reimbursement even though such lunches may include all components of the Type A lunch.

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6. The Sponsor agrees to adhere to all regulations and provisions pertaining to their approved free and reduced price lunch policy and to supply lunches without cost or at a reduced price to all children who are determined by local school authorities to be unable to pay the full price thereof.

7. The Sponsor agrees to make no discrimination against any child because of his inability to pay the full price of the lunch in accordance with such approved policy.

8. The Sponsor agrees that adequate facilities will be maintained for storing, preparing and serving food purchased for the school lunch programs and food donated by the Department, and proper sanitation and health standards conforming with all applicable laws and regulations shall be maintained.

9. The Sponsor agrees that foods which are designated by the Department, or the State Education Department from time to time, as being in abundance, will be purchased in as large quantities as may be efficiently utilized in the school lunch programs.

10. The Sponsor agrees that donations of foods which the Department or the State Education Department may offer will be accepted in as large quantities as can be effectively utilized in the school lunch programs.

11. The Sponsor agrees that it will submit to the State Education Department monthly, on a form or forms provided by the State Education Department, a report of program operations and claim for reimbursement for the previous calendar month. Reimbursement shall be claimed for only those lunches meeting Type A requirements as specified in this agreement. The report shall include the following information for each school participating in the program including a summarization of the information for all schools: (*a*) enrollment, (*b*) average daily attendance, (*c*) the number of days Type A lunches were served, (*d*) the number of lunches served to children at the full price, (*e*) the number of lunches sold to eligible children at the approved reduced price, (*f*) the number of lunches served free to eligible children, (*g*) the amount of reimbursement claimed for each type of lunch at the approved reimbursement rate, (*h*) expenditures for all foods including milk, (*i*) expenditures for personal service including fringe benefits, (*j*) all other expenditures, (*k*) income from sales of Type A lunches to children, (*l*) income from reimbursement including special milk and school breakfast programs, (*m*) income from all other cafeteria sales including milk sales, adult sales and other a la carte sales, (*n*) the value of donated goods and services from local sources, (*o*) such other information as the State Education Department shall prescribe.

12. The Sponsor agrees that it will maintain, or cause to be maintained, full and accurate records of all operations pursuant to this agreement, which records shall include the following: (*a*) daily number of Type A lunches served to children in each school including the number served at full price, the number served free, and the number served at reduced prices to children meeting the school's approved eligibility standards. The daily count of all lunches shall be made at the point of service, (*b*) the daily number of adults eating in each lunchroom, (*c*) estimates, as of October 1 and March 1 of each year, of the number of children in each school who are eligible for free and reduced price lunches under the school's approved eligibility standards for such lunches. The data used to make each such estimate shall be maintained as part of the records to be maintained by Sponsors, (*d*) income from sale of Type A lunches, (*e*) income from reimbursement including the special milk and school breakfast programs, where applicable, (*f*) income from other food sales including milk sales, complete lunches sold to adults and a la carte sales, (*g*) income from all other sources, (*h*) total food expenditures including milk, breakfast, and a la carte items, (*i*) labor expenditures for all food service programs including fringe benefits, (*j*) all other expenditures for the food service programs, (*k*) value of donations to the program including food (other than food received from the State Education Department), services and all other donations, (*l*) all applications received from families for free and/or reduced price lunches. These records must be maintained for a period of three years after the end of the fiscal year to which they pertain. This paragraph shall not be construed to reduce the period for which records are required to be kept by other provisions of law or regulations.

13. The Sponsor agrees it will make available to the State Education Department or the Department for examination and audit, and administrative review, at any reasonable time and place, all accounts and records pertaining to the operation of the program.

14. The Sponsor agrees to assume full responsibility for the accuracy of all claims for reimbursement submitted to the State Education Department pursuant to this agreement and will conduct such reviews of the operations, reports and claims, in connection with the school lunch programs as the Sponsor or the State Education Department deems necessary. Overclaims made by the Sponsor which are subsequently ascertained shall be collected from the Sponsor either by direct refund or by deduction from subsequently filed claims.

15. If any part of the money received by the Sponsor in connection with this program by any improper or negligent action is diminished, lost, misapplied or diverted from the school lunch programs by the Sponsor, the State Education Department may order such money to be replaced by the Sponsor may recover such amount from any funds accruing to the Sponsor under the school lunch programs or any other moneys to be apportioned by the State Education Department to the Sponsor. In the event that the State Education Department orders such money to be replaced by the Sponsor, the Sponsor hereby agrees to make such replacement.

16. The Sponsor agrees that it will apply for reimbursement for the type of meals to be served in each school which it considers eligible. Such application will be made on the basis of attendance and evidence of need, as shown on an application form provided by the State Education Department, and upon the minimum nutritional requirements for each type of meal established by the Department and any changes made thereto. Final determination of eligibility of applicant schools and maximum rates or reimbursement for the types of meals to be served in such schools will be made by the State Education Department.

17. The Sponsor agrees that the State Education Department may make adjustments in rates of reimbursement in order to comply with the matching requirements of the Act and of the agreement between the State Education Department and the Department. Notice of any such adjustments to be so made will be given in writing by the State Education Department to the Sponsor as far in advance of the effective date thereof as practicable.

18. The Sponsor hereby certifies that each school for which it makes application is a public school of high school grade or under or is a nonprofit private school of high school grade or under within the definition of the statutes of the State of New York and is exempt from income tax under the Internal Revenue Code, as amended.

19. This contract shall be void and of no effect unless the Sponsor shall secure compensation for the benefit of and keep insured during the life of this contract, such employees engaged thereon as are required to be insured by the provisions of the Workmen's Compensation Law.

20. The Sponsor agrees that it will observe and comply with all the applicable provisions of the Labor Law in the performance of this contract.

21. The Sponsor hereby agrees to the provisions of Section 139-a and 139-b of the New York State Finance Law which requires that upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, (*a*) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with New York State or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and (*b*) any and all contracts made with the State of New York or any public department, agency or official thereot, since the effective date of this law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be cancelled or terminated by New York State without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the State of New York for goods delivered or work done prior to the cancellation or termination shall be paid.

22. During the performance of this contract, the Sponsor agrees as follows:

(*a*) The Sponsor will not discriminate against any employee or applicant for employment because of race, sex, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, sex, color or national origin. Such action shall be taken without reference, but not limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

(*b*) The Sponsor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the Sponsor's agreement under clauses (*a*) through (*g*) (hereinafter called "non-discrimination clauses"). If the Sponsor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the Sponsor shall request such labor union or representative to furnish him with a written statement that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Sponsor shall promptly notify the State Commission for Human Rights of such failure or refusal.

(*c*) The Sponsor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (*a*) and (*b*) and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.

(*d*) The Sponsor will state, in all solicitations or advertisements for employees placed by or on behalf of the Sponsor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, sex, color or national origin.

(*e*) The Sponsor will comply with the provisions of Section 291–299 of the Executive Law and the Civil Rights Law and will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

(*f*) This contract may be forthwith canceled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Sponsor has not complied with these non-discrimination clauses, and the Sponsor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Sponsor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by Law.

(*g*) The Sponsor will include the provisions of clauses (*a*) through (*f*) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Sponsor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Sponsor

becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Sponsor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

23. The Sponsor assures the Department and the State Education Department that it now complies with and shall in the future comply with all requirements imposed by or pursuant to the Civil Rights Act of 1964 and the Department Regulations (7CFR, Part 15), including any subsequent amendments issued to effectuate that Act. Compliance will be consistent with the objective that no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity of the Sponsor to which assistance is provided by the Department. Admission policies are understood and agreed by the Sponsor to be a part of such programs and activities. The Sponsor agrees to be obligated by this assurance as long as it receives assistance hereunder or retains possession of any assistance provided by the Department or the State Education Department. Should the Sponsor fail to comply with this assurance, the Department or the State Education Department shall have the right to seek its enforcement by judicial or any other means authorized by law. Federal financial assistance is extended under this agreement in reliance on the representations made herein.

Any termination of this agreement for non-compliance with Title VI of the Civil Rights Act of 1964 shall be in accordance with applicable laws and regulations.

24. This agreement may be terminated upon ten (10) days' written notice on the part of either party hereto; provided, however, that the State Education Department may cancel this agreement immediately upon receipt of evidence that the terms and conditions of this agreement have not been fully complied with by the Sponsor and/or expiration of funds.

25. This agreement shall be deemed executory only to the extent of moneys available to the State Education Department for the performance of the terms hereof and no liability shall be incurred by the New York State Education Department and/or the People of the State of New York beyond the money available for such purpose.

26. For the purposes of this agreement, the following terms shall be construed to mean, respectively:

(*a*) Cost of Obtaining Food. The cost to the Sponsor of obtaining agricultural commodities and other foods for consumption by children during any fiscal year. Such costs may include, in addition to the purchase price of agricultural commodities and other foods, the cost of processing, distributing, transporting, storing, or handling any food purchased for, or donated to, the program.

(*b*) Fiscal Year. A period of twelve calendar months beginning with July 1 of any calendar year and ending with June 30 of the following calendar year.

(*c*) Milk means fluid types of unflavored whole milk or lowfat or skim milk or cultured buttermilk which meet State and local standards for such types of milk and flavored milk made from such types of milk which meet such standards.

(*d*) Free Lunch means a lunch provided to a child who meets the eligibility standards of the Sponsor's approved policy and for which neither the child nor any member of his family pays or is required to work in the school or in the school's lunch program.

(*e*) Reduced Price Lunch means a lunch provided to a child who meets the eligibility standards of the Sponsor's approved policy and which meets all of the following criteria: (1) the price shall be less than the full price of the lunch; (2) the price shall be 20 cents or lower; and (3) neither the child nor any member of his family shall be required to supply an equivalent value in work for the school or the school's lunch program.

IN WITNESS WHEREOF, The parties hereto have hereunto subscribed their names this ..... day of

....., 19.....

Program approved by
Bureau of School Food Management

New York State Education Department

By .....

By .....
(Commissioner of Education)

Date .....

* *Sponsor*

.....

By .....

Title .....

* The legal name of school district or corporation operating school must be used and it must be signed by an officer of the school district or corporation.

APPENDIX A
A-2

THE UNIVERSITY OF THE STATE OF NEW YORK
THE STATE EDUCATION DEPARTMENT
Bureau of School Food Management
99 Washington Avenue
Albany, New York 12210

APPLICATION FOR PARTICIPATION IN THE NATIONAL SCHOOL LUNCH PROGRAM

School Year 19 ..... – 19 ..... Form SA-624

Enter Present Agreement Number [ ]

INSTRUCTIONS: This form must be completed in pen or by typewriter. Three copies must be filed with the Division of Educational Finance by each sponsoring agency. The selling price to children may not be increased without the prior approval of this Department.

Name of Sponsoring Agency .....
(Use corporate name if nonpublic: legal designation if public school)

Mailing Address: ..... , N. Y. Telephone No. .....
(No. and street) *(Post office)*

I. Do you employ or contract with a food management company or an individual on a concession basis in the operation of any lunch, milk, or other food service in your school? ..... ☐ Yes ☐ No
If Yes, a copy of the contract must be submitted for approval.

II. Minimum amount of reimbursement per lunch needed to operate an adequate program. **Paid Lunches** _____¢
Free Lunches _____¢

III. Financial status – School Lunch Program

A. Funds on hand at time of application (new programs only) ..... $ .....

B. Value of food on hand at time of application (new programs only) ..... $ .....

C. Amount to be transferred from General Fund to School Lunch account (public schools) ..... $ .....

D. Amount of anticipated Local Contribution (private and parochial schools) ..... $ .....

IV. Name of school lunch manager
(or person in charge of lunchroom) .....
Address ..... Telephone No. .....

V. Names of persons authorized to sign all reports and claims in the administration of the National School Lunch Program:

Name (1) ..... Name (2) .....

Title ....

Signature ....

NOTE

In completing table on reverse side, be sure to list each school (buildings) which will serve Type A lunches during the year and to include any new buildings which you expect to open during the year. If more spaces are needed use additional forms as necessary. Lunches to adults are not reimbursable.

VI. Complete for each participating school (building) which will serve Type A lunch.

POPULAR NAME AND ADDRESS OF EACH PARTICIPATING SCHOOL (building)	GRADES IN BUILDING (K-6, 7-12)	Average Daily Attend.	ARE MEALS PREPARED IN THIS BLDG? (Yes, No.)	DAILY NUMBER OF TYPE A LUNCH SERVED TO CHILDREN			PRICE TO BE CHARGED			PROGRAM LENGTH (dates—estimate if actual date unknown)	
				Reg. Price	Free	Reduced Price	Reg. Price	Reduced Price	Adults	Begins	Ends

It is certified that I have read the School Lunch Agreement, as amended to assure compliance with the Civil Rights Act of 1964, and agree to carry out the terms therein, that the schools listed above are not operated for profit, that the reimbursement requested in item II is necessary in order to permit serving the pupils a noon meal meeting nutritional requirements, and that the information contained herein is true and correct to the best of my knowledge.

By *(Signature)* .....

Approved Reimbursement Rate _____

Title .....

By _____

(Must be signed by an officer of the school board or corporation operating school. The signature of the principal is not acceptable unless he is also an officer.)

APPENDIX A
A-3

THE UNIVERSITY OF THE STATE OF NEW YORK
THE STATE EDUCATION DEPARTMENT
DIVISION OF EDUCATIONAL FINANCE
ALBANY, NEW YORK 12210

SUMMER FINANCIAL STATEMENT
NATIONAL SCHOOL LUNCH PROGRAM

Form SA-601

INSTRUCTIONS. Prepare in duplicate. Submit one and retain one for your files. Complete all necessary sections. Be sure to report in Section F the cost of any food purchased during the summer.

Agreement No. _____

SPONSORING AGENCY _____ Report for Period from _____ to _____

Address _____ Name of School Building for Which Report Is Made _____
(Number and Street)

_____ Consolidated for _____ Schools
(City) (State) (Zip code)

This report must be submitted before reimbursement can be made for the coming year. Please show the closing balance(s) of the last claim submitted for the school year which ended June 30, and all the financial transactions occurring up to the first month of your current program. Federal regulations require that any funds accruing through the operation of the School Lunch Program must be carried forward to the subsequent school year. The closing balance on this report, therefore, should be in agreement with the opening balance on your first claim for the current school year and with the balance on your school's books. Make certain to report all School Lunch and Special Milk Checks received and not previously reported or this statement will be returned.

SECTION E. FINANCIAL REPORT (Report all receipts and expenditures in the School Lunch and Special Milk Programs on CASH BASIS)

(1) Cash balance at beginning of month (carried over from Item 16 prev. month) ..... _____

Receipts during month:

(2) Reimbursement checks:
- a. Lunch & Milk Program ..... _____
- b. Breakfast Program ..... _____

(3) Sale of Type A lunches to children .... _____

(4) Receipts from all other food sales (milk sales, adult lunches, etc.) .... _____

(5) From general fund:
- Appropriations ..... _____
- Loans ..... _____

(6) From church, school, or other fund:
- Loans ..... _____
- Subsidies and/or contributions .... _____

(7) Other receipts:
- a. Sales tax ..... _____
- b. Miscellaneous ..... _____

(8) TOTAL (Items 1 through 7b) ..... $_____

Expenditures actually made this month:

(9) Food and Milk ..... _____

(10) Gross salaries ..... _____

(11) Benefits paid by school:
- a. Retirement ..... _____
- b. Social security ..... _____
- c. Insurance — other benefits ..... _____

(12) Repayment of loans ..... _____

(13) Transfers to general fund ..... _____

(14) Other expenses:
- a. Sales tax ..... _____
- b. Miscellaneous ..... _____

(15) TOTAL (Items 9 through 14b) .... $_____

(16) Cash balance at end of month (Item 8 minus Item 15) ..... $_____

SECTION F. Total cost of food products, including milk, purchased during period whether paid for or not _____

Space Below for Use Only by the State Education Department

Total expense _____
- Less: Claim _____
- Receipts from children _____
- Other receipts _____
- Difference _____
- Adjustment for previous months _____

Other local money for matching _____

I certify that the above information is true and correct; and that invoices and other pertinent records as required by the agreement are on file to substantiate this report.

AUTHORIZED REPRESENTATIVE OR SPONSOR

Name and Title .....

Signature .....

APPENDIX A
A-4

The University of the State of New York
THE STATE EDUCATION DEPARTMENT
Division of Educational Finance
Albany, New York 12230

Agreement No. _____

Report for the month of _____

Name of school or _____

Consolidated report for _____ schools
(Number)

MONTHLY CLAIM SCHOOL LUNCH
SPECIAL MILK PROGRAM

SPONSORING AGENCY _____

ADDRESS _____
(Street & Number) (City) (State) (ZIP code)

SECTION A. NATIONAL SCHOOL LUNCH PROGRAM

(1) Current Enrollment_____ (2) Number of approved applicants on file for: (a) free meals and/or milk_____
(b) reduced-price meals_____

(3) Average Daily Attendance during month_____ (4) Days of lunch service during month_____

Selling Price for Reduced Price Lunches_____

Total Type A lunches served to children at:	Average Daily Participation	Number of Lunches Served		Assigned Rate of Reimbursement		Reimbursement
Regular Charge	(5)_____	(9)_____		XXXXXXXXXXXX		XXXXXXXXXXX
Free	(6)_____	(10)_____	x	(13)_____	= (16)_____	
Reduced-Price	(7)_____	(11)_____	x	(14)_____	= (17)_____	
				(16 & 17) Total Free and Reduced-Price		(18)_____
Total Lunches	(8)_____	(12)_____		(15)_____		(19)_____

SECTION B. SPECIAL MILK PROGRAM

Reimbursable Milk Other than Free			Milk Served Free To Eligible Children	
Total ½ pints of milk purchased		(1) _____	Total ½ pints of milk served free	(10)_____
less ½ pints not reimbursable at assigned rate:				
served to adults	(2) _____		times	
served with breakfast	(3) _____			
served with Type A lunch	(4) _____			
served free to eligible children	(5) _____		Average Cost	(11)_____
Total ½ pints not reimbursable at assigned rate: (2 through 5)		(6) _____		
½ pints eligible for reimbursement at assigned rate: (1 minus 6)		(7) _____	Free Milk	
Assigned Reimbursement Rate		(8) _____		
Special Milk Reimbursement		(9) _____	Reimbursement	(12)_____

SECTION C. AVERAGE COST

Total ½ pints purchased		x	Unit Cost	=	Total Cost	Average Cost
White	_____	x	_____	=	_____	Compute by dividing total cost by total ½ pts. purchased.
Flavored	_____	x	_____	=	_____	
Other	_____	x	_____	=	_____	
Total	_____		XXXXXXXXXXXXXXXXX	=	_____	_____

SECTION D. COST AND SELLING PRICE OF MILK

		White	Flav.	Other
Net Purchase Cost per ½ pint	½ pt.	_____ ¢	_____ ¢	_____ ¢
Charge to Children	½ pt.	_____ ¢	_____ ¢	_____ ¢

SECTION E. COMBINED REIMBURSEMENT

Regular school lunch claim (A19)		_____
Free and Reduced claim (A18)		_____
Special Milk claim		
Reimbursable milk Other than free (B9)	_____	
Free Milk (B12)	_____	
Total Special Milk		_____
Total Reimbursement claimed		_____

SECTION E. FINANCIAL REPORT (Report all receipts and expenditures in the School Lunch and Special Milk Programs on CASH BASIS)

(1) Cash balance at beginning of month (carried over from Item 16 prev. month) .. _____

Receipts during month:

(2) Reimbursement checks:
- a. Lunch & Milk Program ..... _____
- b. Breakfast Program ..... _____

(3) Sale of Type A lunches to children ..... _____

(4) Receipts from all other food sales (milk sales, adult lunches, etc.) ..... _____

(5) From general fund:
- Appropriations ..... _____
- Loans ..... _____

(6) From church, school, or other fund:
- Loans ..... _____
- Subsidies and/or contributions ..... _____

(7) Other receipts:
- a. Sales tax ..... _____
- b. Miscellaneous ..... _____

(8) TOTAL (Items 1 through 7b) ..... _____

Expenditures actually made this month:

(9) Food and milk ..... _____

(10) Gross salaries ..... _____

(11) Benefits paid by school:
- a. Retirement ..... _____
- b. Social security ..... _____
- c. Insurance—other benefits ..... _____

(12) Repayment of loans ..... _____

(13) Transfers to general fund ..... _____

(14) Other expenses:
- a. Sales tax ..... _____
- b. Miscellaneous ..... _____

(15) TOTAL (Items 9 through 14b) ..... _____

(16) Cash balance at end of month (Item 8 minus Item 15) ..... $_____

SECTION F. Total cost of food and milk purchased this month ..... *(Include all purchases whether paid for or not.)*

SECTION G. Purchases of school lunch specials

CERTIFICATION. *(Only authorized representative of sponsor may sign certification. Authorization should be submitted with claim if signed by another.)*

I certify that to the best of my knowledge and belief, this claim for reimbursement is true and correct in all respects and that payment therefor has not been received; that the operation of the program(s) was in accordance with the terms of the existing agreement(s), as amended; and that invoices and other pertinent records, as required by the agreement(s), are on file to substantiate this claim.

AUTHORIZED REPRESENTATIVE OF SPONSOR

Print or type .....

(Name) *(Title)*

Signature .....

Date submitted ....., *19*.....

SUBMIT TWO COPIES TO THE EDUCATION DEPARTMENT. KEEP ONE COPY FOR SCHOOL'S FILES.

Space Below for Use Only by the State Education Department

Total expense ..... _____
- Less: Claim ..... _____
  - Receipts from children ..... _____
  - Other receipts ..... _____ _____
- Difference ..... _____
- Adjustment for previous months ..... _____

Other local money for matching ..... _____

Regular Lunch Claim	_____	Adj. _____	_____
Free & Reduced Claim	_____	Adj. _____	_____
Special Milk Claim	_____	Adj. _____	_____
Total approved reimbursement			_____

Form SA-602 (rev. 8/74)

The University of the State of New York
THE STATE EDUCATION DEPARTMENT
Division of Educational Finance
Albany, New York 12210

MONTHLY CLAIM FOR REIMBURSEMENT - TABULAR
NATIONAL SCHOOL LUNCH PROGRAM
Form SA-603

Agreement Number _____
Continuation Sheet Number _____
Month _____

READ INSTRUCTIONS ON REVERSE SIDE BEFORE COMPLETING THIS FORM

SCHOOL NAME AND NUMBER	CURRENT ENROLLMENT (1)	APPROVED APPLICANTS FREE (2a)	APPROVED APPLICANTS REDUCED (2b)	A.D.A. (3)	DAYS OF SERVICE (4)	AVERAGE DAILY PARTICIPATION FULL PRICE (5)	AVERAGE DAILY PARTICIPATION FREE (6)	AVERAGE DAILY PARTICIPATION REDUCED PRICE (7)	AVERAGE DAILY PARTICIPATION TOTAL (8)	TYPE A LUNCHES SERVED FULL PRICE (9)	TYPE A LUNCHES SERVED FREE (10)	TYPE A LUNCHES SERVED REDUCED PRICE (11)	TYPE A LUNCHES SERVED TOTAL (12)
TOTALS													

APPENDIX A
A-5

INSTRUCTIONS FOR PREPARING TABULAR REIMBURSEMENT CLAIM SA-603

Schools should be listed in the numerical order assigned on the National School Lunch Application. Sponsors should start listing their schools on Continuation Sheet No. 1 and bring totals forward to successive Continuation Sheets as necessary. Final totals should be brought forward to the Consolidated Report, Form SA-602. Prepare three copies of each Continuation Sheet and Consolidated Report. Submit two complete sets to the Education Department for payment; keep one set for school's files.

(1) Current Enrollment: Report total students currently enrolled in each school building during the month being reported.

(2a) Approved Free Applicants: Report total number of children currently enrolled, who are eligible for free meals and/or milk and who have approved free lunch applications on file.

(2b) Approved Reduced-Price Applicants: Report total number of children currently enrolled, who are eligible for reduced-price meals and who have approved reduced price applications on file.

(3) Average Daily Attendance: Report actual average daily attendance, if available. If not, estimate as accurately as possible. Public schools may use A.D.A. computed from the most recent five week period available when claim is made out.

(4) Days Served: Number of days Type A lunch was served to children.

Average Daily Participation:

(5) Average daily participation for full price lunches should be computed by dividing the total number of full price lunches, shown at Column 9 by the number of days of service, shown at Column 4.

(6) Average daily participation for free lunches should be computed by dividing the total number of free lunches served, shown at Column 10 by the number of days of service, shown at Column 4.

(7) Average daily participation for reduced-price lunches should be computed by dividing the total number of reduced-price lunches, shown at Column 11 by the number of days of service, shown at Column 4.

(8) Average daily participation for total lunches should be computed by dividing the total A lunches served, shown at Column 12 by the number of days of service, shown at Column 4.

Type A Lunches Served:

(9) All Type A lunches served at full price to children should be entered in this column. Lunch count must be taken at point of service.

(10) All Type A lunches served free to children who are eligible because of need and who have approved free lunch applications on file should be entered in this column. Lunches served free to children who work in the lunchroom should not be included unless the child would have been entitled to receive a free lunch whether he worked or not.

(11) All Type A lunches served at a reduced-price to children who are eligible because of need and who have approved reduced-price lunch applications on file should be entered in this column. Lunches served at a reduced-price to children who work in the lunchroom should not be included unless the child would have been entitled to receive a reduced-price lunch whether he worked or not.

(12) The total number of Type A lunches served to children during the month being reported should be entered in this column. This would include all lunches served including full price lunches, free lunches and reduced-price lunches (Column 9 + 10 + 11).

THE UNIVERSITY OF THE STATE OF NEW YORK
THE STATE EDUCATION DEPARTMENT
99 WASHINGTON AVENUE
ALBANY, NEW YORK 12230

MONTHLY CLAIM FOR REIMBURSEMENT — TABULAR
SPECIAL MILK PROGRAM
Form SA-603M

AGREEMENT NUMBER________
CONTINUATION SHEET NUMBER________
MONTH________

READ INSTRUCTIONS ON REVERSE SIDE BEFORE COMPLETING THIS FORM

SCHOOL NAME AND NUMBER	A.D.A.	DAYS SERVED	A.D.P. PAID	A.D.P. FREE	APPROVED FREE APPLICANTS	COST & SELLING PRICE OF MILK TO CHILDREN						(1) TOTAL ½ PTS. OF MILK PURCHASED	(2) ½ PTS. SERVED TO ADULTS	(3) ½ PTS. SERVED WITH BREAKFAST	(4) TYPE A LUNCHES SERVED	(5) ½ PTS. SERVED FREE TO ELIGIBLE CHILDREN	(6) TOTAL ½ PTS. NOT REIMBURSABLE AT ASSIGNED RATE	(7) TOTAL ½ PTS. REIMBURSABLE AT ASSIGNED RATE
						White		Flavored		Other								
						Cost	S.P.	Cost	S.P.	Cost	S.P.							
TOTALS																		

INSTRUCTIONS FOR PREPARING TABULAR REIMBURSEMENT CLAIM SA-603M

Schools should be listed in the numerical order assigned on the Special Milk Applications. Sponsors claiming for more than one school should start listing their schools on Continuation Sheet No. 1 and bring totals forward to successive Continuation Sheets as necessary. Final totals should be brought forward to the Consolidated Report, Form SA-602. Prepare three (3) copies of each Continuation Sheet and Consolidated Report. Submit two (2) complete sets to the Education Department for payment; keep one (1) set for school's files.

AVERAGE DAILY ATTENDANCE. Report actual daily attendance, if available. If not, estimate as accurately as possible. Public schools may use A.D.A. computed from the most recent five week period available when claim is made out.

DAYS SERVED. Number of days milk was served to children during month.

AVERAGE DAILY MILK PARTICIPATION PAID. The reimbursable half pints of milk served to children as shown in Column 7 for reimbursable milk other than free should be divided by the number of days of service during the month.

AVERAGE DAILY MILK PARTICIPATION FREE. The reimbursable half pints of milk served free to eligible children as shown in Column 5 should be divided by the number of days of service during the month.

APPROVED FREE APPLICANTS. Report total number of children currently enrolled for month being reported, who are eligible for free meals and/or milk, from approved free lunch and milk applications on file. (Applicants for reduced-price lunches are not eligible for free milk.)

COST OF MILK. Net purchase cost per half pint. If milk is purchased in other size containers, indicate the various sizes purchased and the cost of each size. The cost of milk should be the purchase price paid by the school to the distributor and should not include the cost of straws, rental of equipment, or any other expense. If cost of milk changes during the month, please list all unit prices paid during the month for each type. (Attach extra sheet, if needed.)

SELLING PRICE TO CHILDREN. Report the daily unit charge to the children. Weekly charges, if any, should be inserted above the daily charge and indicated as such.

(1) TOTAL HALF PINTS OF MILK PURCHASED. Report total amount of fluid milk purchased during month including milk purchased for School Breakfast Program. If milk is purchased in containers other than half pints, convert purchases to half pint units. Keep milk bills on file at school to support claims.

(2) HALF PINTS SERVED TO ADULTS. Enter the actual number of half pints served to adults. Schools must keep on file an accurate record of milk served to teachers, cafeteria employees and any other adults, such milk is not reimbursable.

(3) HALF PINTS SERVED IN THE BREAKFAST PROGRAM. Schools participating in the School Breakfast Program are reimbursed for the total breakfast which includes a half pint of milk. This milk is, therefore, not reimbursable under the Special Milk Program and should be deducted from the total milk purchased. Show the number of half pints, therefore, that were served with the School Breakfast.

(4) TYPE A LUNCHES SERVED. This should be the total number of Type A lunches served in the National School Lunch Program during the month. The figure entered should be the same as the total number of lunches shown at Column 12 of the School Lunch Tabular Form. If these two figures are not the same, attach an explanation.

(5) HALF PINTS SERVED FREE TO ELIGIBLE CHILDREN. Report total number of half pints of milk served free to children who have approved free lunch and/or milk applications on file. (Applicants approved for reduced-price lunches are not eligible for free milk.)

(6) TOTAL HALF PINTS NOT REIMBURSABLE AT ASSIGNED REIMBURSEMENT RATE. This is the total of the number of half pints served to adults (Column 2), served with breakfasts (Column 3), served with Type A lunches (Column 4), and served free to eligible children (Column 5).

(7) TOTAL HALF PINTS REIMBURSABLE AT ASSIGNED RATE. Total half pints of milk purchased (Column 1) less total half pints not reimbursable at assigned rate (Column 6).

THE UNIVERSITY OF THE STATE OF NEW YORK
THE STATE EDUCATION DEPARTMENT
DIVISION OF EDUCATIONAL FINANCE
ALBANY, NEW YORK 12224

Agreement Number _____

INSTRUCTIONS: This form must be completed in pen or by typewriter. Three copies must be filed with the Division of Educational Finance by each sponsoring agency. Claims for reimbursement cannot be paid prior to receipt of this form.

SPECIAL MILK PROGRAM AGREEMENT
Form SA-610

In order to effectuate and carry out the terms and conditions of an agreement for the operation in the State of New York of the Special Milk Program under the Child Nutrition Act (42 U.S.C. 1771), said agreement having been executed by the U. S. Dept. of Agriculture and the New York State Education Department, hereinafter referred to as the "State Agency," for the acceptance and disbursement of Federal funds advanced to the State Agency for the purpose of increasing the consumption of fluid milk by children in nonprofit schools of high school grade and under, the New York State Education Department (State Agency) and

_____

_____

Give full legal name of Sponsoring Agency. Nonprofit private and parochial schools should insert the legal corporate name of the school. If the school is not a separate corporate entity, give the legal corporate name of the organization or institution conducting the school. Public schools should insert the full legal district name.

whose address is _____
(Street and number) (City)

State of New York, hereinafter referred to as "Sponsoring Agency," covenant and agree as follows:

1. The State Agency will reimburse the Sponsoring Agency in connection with the cost of milk service under the Special Milk Program in any school year during which this agreement is in effect. The amount of reimbursement to be paid shall be an amount equal to the number of half pints of milk purchased for service to children and served in accordance with the terms of this agreement times the assigned rate of reimbursement, which shall be determined by the State Agency.

2. The Sponsoring Agency agrees to carry out and supervise the operation of the Special Milk Program in the school(s) in accordance with the following provisions:

a. To conduct a nonprofit food service in the school(s) or in the event no other food service is maintained by the Sponsoring Agency to conduct a nonprofit milk service in the school(s). Records of income and expenditures shall be maintained in such a manner as to reflect the nonprofit status of the food or milk service.

b. Only fluid whole milk, flavored or unflavored, which meets applicable State and local standards for unflavored whole milk as to butterfat content and sanitation, served under this program shall be eligible for reimbursement.

c. Only fluid whole milk, flavored and unflavored, purchased for service to children, exclusive of the first half pint of milk served as a part of Type A lunch under the National School Lunch Program, shall be eligible for reimbursement.

d. Any funds accruing as a result of the service of milk under this program shall be used only for such purposes as will increase the consumption of fluid milk to children in the school(s). Maximum use of reimbursement payments received under this program shall be made by schools to reduce the price of separate servings of milk to children. The full amount of such payments shall be utilized in reducing the price to children below the cost of the milk to the school, except that such payments may be used by the Sponsoring Agency to defray within-school distribution costs which shall not exceed one cent ($.01) per half pint of milk purchased for service to children, unless a higher within-school distribution cost is authorized by the State Agency. A Sponsoring Agency which is a boarding or institutional school serving more than one meal a day shall encourage increased consumption of milk by children in conformity with the approved plan submitted with the application.

e. If any part of the money received by the Sponsoring Agency in connection with this program by any improper or negligent action is diminished, lost, misapplied or diverted from the Special Milk Program by the Sponsoring Agency, the State Agency may direct such money to be replaced by the Sponsoring Agency or may replace from any funds accruing to the Sponsoring Agency under the Special Milk Program or any other moneys to be apportioned by the State Agency to the Sponsoring Agency. In the event that the State Agency orders such money to be replaced by the Sponsoring Agency, the Sponsoring Agency hereby agrees to make such replacement.

f. The Sponsoring Agency will submit to the State Agency monthly, on a form provided by the State Agency, a claim for reimbursement for milk served during the previous month.

g. The Sponsoring Agency will assume full responsibility for the accuracy of all claims for reimbursement submitted to the State Agency pursuant to this agreement.

h. The Sponsoring Agency will maintain full and accurate records of operations pursuant to this agreement, and keep such records for a period of three years after the end of the school year during which this agreement is in effect.

i. The Sponsoring Agency agrees to comply with the provisions of this agreement, the provisions of the agreement between the State Agency and the U. S. Dept. of Agriculture and the Special Milk Program regulations and any amendments thereto.

j. Make available to the State Agency and/or Agricultural Marketing Service, United States Department of Agriculture, for examination and audit at any reasonable time and place, all accounts and records pertaining to the operation of the Special Milk Program.

k. The State Agency shall designate the effective date on which the school may begin operations under this program.

l. Overclaims made by the Sponsoring Agency which are subsequently ascertained shall be collected from the Sponsoring Agency either by direct refund or by deduction from subsequently filed claims.

3. This agreement may be terminated upon five days written notice on the part of either party hereto, and the State Agency may terminate this agreement immediately after receipt of evidence that the terms and conditions of this agreement have not been fully complied with by the Sponsoring Agency.

4. Rates of reimbursement shall be subject to change by the State Agency at any time upon written notice to the Sponsoring Agency.

5. This agreement shall become effective on the date approved by the State Agency and except as herein otherwise provided shall continue in effect until June 30 of the same school year.

6. This agreement may be renewed for each school year thereafter by the State Agency upon written application by the Sponsoring Agency, but such renewal shall not be effective until such application for renewal is approved by the State Agency.

7. The Sponsoring Agency hereby certifies that each school listed in this agreement is a public school of high school grade and under within the definition of the statutes of the State of New York or is a non-profit private school of high school grade and under, exempt from income tax under the Internal Revenue Code, as amended.

8. This contract shall be void and of no effect unless the Sponsoring Agency shall secure compensation for the benefit of and keep insured during the life of this contract, such employees engaged thereon as are required to be insured by the provisions of the Workmen's Compensation Law.

9. The Sponsoring Agency covenants that it will observe and comply with all the applicable provisions of the Labor Law in the performance of this contract.

10. This contract shall be deemed executory only to the extent of moneys available to the State of New York for the performance of the terms hereof and no liability shall be incurred by the State of New York beyond the money available for such purpose.

11. The contractor hereby agrees to the provisions of Section 139-a and 139-b of the New York State Finance Law which requires that upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, (a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with New York State or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and (b) any and all contracts made with the State of New York or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by New York State without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the State of New York for goods delivered or work done prior to the cancellation or termination shall be paid.

12. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken without reference, but not be limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

b. The contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the contractor's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.

c. The contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.

d. The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.

e. The contractor will comply with the provisions of Section 291-299 of the Executive Law and the Civil Rights Law will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

f. This contract may be forthwith canceled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the contractor has not complied with these non-discrimination clauses, and the contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

g. The contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

13. The Sponsoring Agency agrees that it shall comply with all requirements imposed by or pursuant to the Nondiscrimination Regulations of the Department of Agriculture (7 CFR Part 15) to the end that no person in the United States shall, on the ground of race, color or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the program.

14. Definitions:

Cost of Milk: The purchase price paid by the school to the milk distributor for milk delivered to the school. This does not include any amount paid to the milk distributor for the rental of or installment purchase of milk service equipment.

Within-School Distribution Costs: Direct expenses incurred by the school in connection with the sale, handling and service of milk. This may include expenses incident to the acquisition or rental of necessary milk service equipment.

Adults: (1) All persons who are staff members and employees of a school, camp, or institution, including all faculty, supervisors, and other personnel, except that camp counsellors under 21 years

of age shall not be regarded as adult employees. (2) High school graduates and other students enrolled in schools in classes above the 12th grade level. (3) All persons 21 years or older receiving care and training as enrollees of institutions or such persons attending camps. (If you have any doubt regarding the eligibility of any individuals in your school, please do not hesitate to contact this office for clarification of your particular situation. It is extremely important that this count of milk consumed by adults be taken in order that it may be excluded from the reimbursement in the Special Milk Program, which is operated for the benefit of the children.)

INSTRUCTIONS FOR PROPER SIGNATURE

Nonprofit private and parochial schools: This agreement must be signed by an officer of the corporation shown as Sponsoring Agency. The official title of this person should be shown (for example, President - Board of Directors). In the case of a parochial school where the church corporation sponsors the school program, the pastor, as an officer (usually treasurer) of the church corporation, should sign this form. The principal of the school may not execute the agreement unless he is also an officer of the corporation shown as Sponsoring Agency. If this is the case, his official title should be shown.

Public schools: This agreement must be executed by the President of the Board of Education, Chairman of the Board of Trustees, or sole Trustee of the District.

SPONSORING AGENCY

Signature: _____ Date: _____

Title: _____

NEW YORK STATE EDUCATION DEPARTMENT

Do not write in this space.
Effective date: _____
By: _____

By: _____
(Commissioner of Education)

Date: _____

APPENDIX A

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THE UNIVERSITY OF THE STATE OF NEW YORK
THE STATE EDUCATION DEPARTMENT
99 WASHINGTON AVENUE
ALBANY, NEW YORK 12210

ASSISTANT COMMISSIONER FOR
EDUCATIONAL FINANCE AND
MANAGEMENT SERVICES

DIVISION OF EDUCATIONAL FINANCE

BUREAU OF SCHOOL FOOD MANAGEMENT

BUREAU CHIEF	518: 474-1566
SUPERVISION	518: 474-3956
FINANCIAL REIMBURSEMENT	518: 474-3927
FOOD DISTRIBUTION	518: 474-3924

AGREEMENT NO. _____

SPECIAL MILK PROGRAM AGREEMENT
AMENDMENT NO. 1

THE SPECIAL MILK PROGRAM AGREEMENT made and entered into by and between

_____
(Full Legal Name of School District or Corporation Operating School)
(hereinafter referred to as the Sponsoring Agency) and the New York State Department of Education is hereby amended by adding the following paragraphs:

The Sponsoring Agency assures the United States Department of Agriculture and the State Education Department that it now complies with and shall in the future comply with all requirements imposed by or pursuant to the Civil Rights Act of 1964 and the USDA Regulations (7 CFR, Part 15), including any subsequent amendments issued to effectuate that Act. Compliance will be consistent with the objective that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity of the Sponsoring Agency to which assistance is provided by the USDA. Admission policies are understood and agreed by the Sponsoring Agency to be a part of such programs and activities. The Sponsoring Agency agrees to be obligated by this assurance as long as it receives assistance hereunder or retains possession of any assistance provided by the USDA or the State Education Department. Should the Sponsoring Agency fail to comply with this assurance, the United States or the State Education Department shall have the right to seek its enforcement by judicial or any other means authorized by law. Federal financial assistance is extended under this agreement in reliance on the representations made herein.

Any termination of this agreement for non-compliance with Title VI of the Civil Rights Act of 1964 shall be in accordance with applicable laws and regulations.

FOR THE SPONSORING AGENCY:	NEW YORK STATE EDUCATION DEPARTMENT:
_____ (Signature)	_____ (Signature)
_____ (Title)	Commissioner of Education (Title)
_____ (Date)	_____ (Date)

The University of the State of New York
THE STATE EDUCATION DEPARTMENT
Bureau of School Food Management
99 Washington Avenue
Albany, New York 12210

APPENDIX A
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ENTER PRESENT AGREEMENT NUMBER _____

INSTRUCTIONS: This form must be completed in pen or by typewriter. Three copies must be filed with the Division of Educational Finance by each sponsoring agency. Claims for reimbursement cannot be paid prior to receipt of this form.

ANNUAL RENEWAL - APPLICATION - AGREEMENT
SPECIAL MILK PROGRAM
form SA-620 (7-74)

Name of Sponsoring Agency: _____
(Use corporate name if nonpublic; legal name if public school)

Mailing Address: _____ Telephone No.: _____
(No. and Street) (City, State and Zip Code)

I. Is the school a resident school serving more than one meal per day? yes ___ no ___

II. Is there a separate selling price for milk served to children? yes ___ no ___
If no, please attach an explanation.

III. Do you employ or contract with a food management company or an individual on a concession basis in the operation of any lunch, milk, or other food service in your school? yes ___ no ___

IV. Will a coin-operated vending machine be used in the Special Milk Program? yes ___ no ___

V. Name and address of dairy from which milk is purchased _____

VI. Names of persons authorized to sign all reports and claims in the administration of the Special Milk Program:

Name (1) _____ Name (2) _____

Title _____ _____

Signature _____ _____

VII. Popular name and address of each school (building) serving milk under program:

(Name)	(Address)
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	

(over)

PLEASE READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING APPLICATION

VIII. Complete for each participating school (building) as listed in item VII (Use same numerical order as in VII)

Popular name of each Participating School (Building)	Grades in Bldg. (K-12)	Are Type A Meals Served	ADA	Dates of Milk Service		Estimated ½ pints served daily:			Amount paid by school for milk			Charge to Children			Do Not Use This Space	
						Children		Adults	*			*			Rate	Effective Date
				Begin	End	Paid	Free		W	Fl	Oth	W	Fl	Oth		
(1)																
(2)																
(3)																
(4)																
(5)																
(6)																
(7)																
(8)																
(9)																
(10)																

The Special Milk Program agreement, as amended to assure compliance with Title VI of the Civil Rights Act of 1964, is hereby extended through June 30, 19____ and it is agreed that program operations in the schools listed hereon will be conducted in accordance with the terms of said agreement, as amended, and all Special Milk Program regulations and any amendments thereto. The State Education Department reserves the right to revise the assigned reimbursement rates after reviewing the monthly reimbursement claims.

NEW YORK STATE EDUCATION DEPARTMENT

By_____

Title_____ Date_____

Legal Name of Sponsoring Agency_____

By (Signature)_____

Name and Title_____

(Must be signed by an officer of the school board or corporation operating school. The signature of the principal is not acceptable unless he is also an officer.)

*W - White milk
Fl - Flavored milk
Oth - Other milk, i.e. Skimmed, Buttermilk, etc.

APPENDIX A

The University of the State of New York A-10
THE STATE EDUCATION DEPARTMENT
Division of Educational Finance
Albany, New York 12210

MONTHLY CLAIM FOR REIMBURSEMENT
SPECIAL MILK PROGRAM
Form SA-613 (8/74)

Agreement Number _____

Report for month of _____
Name of school building
for which claim is made _____
or
Consolidated report for _____ Schools
(Number)

Sponsoring Agency _____

Address _____ _____
(Street & Number) (City & Zip Code)

1a. Average Daily Attendance _____ 1b. Days milk was served _____

2a. Average Daily Participation-Free _____ 2b. Average Daily Participation-Paid _____

3. Number of approved free milk applicants _____

SPECIAL MILK REIMBURSEMENT

4. Total ½ pints of milk purchased (Convert other size units to ½ pints..... _____
5. Less ½ pints not reimbursable at assigned rate:
   a. ½ pints of milk consumed by adults..... _____
   b. ½ pints of milk served free..... _____
6. Total ½ pints not reimbursable at assigned rate (Item 5a + Item 5b)..... _____
7. Reimbursable ½ pints other than free (Item 4 less Item 6)..... _____
8. Reimbursement rate..... _____
9. Special Milk Reimbursement other than free.....$ _____

FREE MILK REIMBURSEMENT

10. Total ½ pints served free _____
11. Average cost per ½ pint _____
12. Total free milk reimbursement _____

COST AND SELLING PRICE OF MILK

	White	Flavored	Other
Net purchase cost per ½ pint	____¢	____¢	____¢
Charge to children	____¢	____¢	____¢

AVERAGE COST

Total ½ pints Purchased		Unit Cost	Total Cost	Average Cost
White	_____	_____	_____	xxxxxxxxxxx
Flavored	_____	_____	_____	xxxxxxxxxxx
Other	_____	_____	_____	xxxxxxxxxxx
Total	_____	xxxxxxxxx	_____	_____

(Average Cost = Total cost ÷ total ½ pints purchased)

COMBINED REIMBURSEMENT

Special Milk Reimbursement Other than free (#9) _____

Free Milk Reimbursement (#12) _____

Total Reimbursement _____

SPACE BELOW FOR USE BY THE STATE EDUCATION DEPARTMENT ONLY

Total expense _____
Less: Claim _____
Receipts from children _____
Other receipts _____
Difference _____
Adjustment for previous months _____

Other Local money for matching _____

Approved Milk Claim _____

Adj. for _____

Total approved reimbursement _____

SEE THE REVERSE SIDE FOR COMPLETING CLAIM FORM

SPECIAL MILK ACCOUNT

Receipts for month being reported

1. Balance (line 13 previous claim) _____
2. Reimbursement checks received _____
3. Sale of milk to children _____
4. Local contribution (if any) _____
5. Loans (from any source) _____
6. Other receipts _____
7. Total (Items 1 through 6) _____

Payments actually made during month being reported

8. Milk bill for _____(Month) _____
9. Labor _____
10. Repayment of Loans _____
11. Other _____
12. Total Payments (Subtract from 7) _____
13. Balance on hand at end of month _____

OUTSTANDING OBLIGATIONS:

(Any bills owed but not paid at the end of the month being reported. Identify by month and amount.)

Milk $_____

Other $_____

I certify that to the best of my knowledge and belief the above information is correct; that the above number of half pints of fluid milk were purchased and served in accordance with the terms of the agreement, as amended; that the service of food or milk has been conducted on a nonprofit basis; that the claim is correct; that payment therefore has not been received; and that invoices and other pertinent records as required by the agreement are on file to substantiate this claim.

SIGNATURE_____TITLE _____

(Ink only signature of person authorized by sponsoring Agency. Stamped, initialed, pencil, and proxy signatures not accepted.)

The University of the State of New York
THE STATE EDUCATION DEPARTMENT
Division of Educational Finance
Bureau of School Food Management
Albany, New York 12210

SA-617

APPENDIX A
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SIGNATURE AUTHORIZATION FORM

Agreement No. _____

The person(s) whose signature(s) appears below is (are) authorized to sign all claims and reports in connection with the National School Lunch and Special Milk Programs:

Signature	(1) _____	(2) _____
Name (Print)	_____	_____
Title	_____	_____

Authorized by:

Signature _____

Title _____

Sponsoring Agency _____

_____

_____

NOTE: Reports cannot be accepted unless the signature thereon has been authorized by the Trustee, Chairman of the Board of Trustees or President of the Board of Education in public schools; or by an officer of the governing body of the school in non-public schools. Only officers or employees of the school or school district may be authorized to sign reports or claims and the titles and signatures of such persons must be shown in the spaces provided above.

SAMPLE ESCALATOR CLAUSE FOR SCHOOL MILK CONTRACTS

It is hereby understood that the prices quote in this bid are based on the Class I-A price of $_____ established for _____(month) under the terms of Federal Milk Marketing Order # 2 for the New York-New Jersey Milk Marketing Area. If the Class I-A price is thereafter increased or decreased, the amount of the increase shall be added and/or the amount of the decrease deducted from the rate of payment under this contract, in accordance with the formula included herein.

Such increases or decreases shall be effective for the same periods of time as those established by Federal Order # 2.

FORMULA FOR PRICE ADJUSTMENTS OF FLUID MILK DELIVERED IN ONE-HALF PINT AND ONE-THIRD QUART CONTAINERS

a. Take the difference per hundredweight for Class I-A milk between the price fixed for the month in question and the price for Class I-A milk for the base month indicated above.

b. Multiply this difference per hundredweight by .0215 (there being 2.15 lbs. to each quart of milk) to ascertain the difference in price per quart. This calculation will be carried to five decimal places.

c. One-quarter of this difference is the difference in price for each one-half pint container of milk. This calculation will be carried to five decimal places and rounded to four decimal places.

d. One-third of this difference is the difference in price for each one-third quart container of milk. This calculation will be carried to five decimal places and rounded to four decimal places.

e. The sum will be added to the regular payment due the vendor if the price for Class I-A milk is higher during the month in question than in the base month. If the price for Class I-A milk is lower during this month than in the base month, the sum will be deducted from payment due the vendor.

Sample Calculation

a.	Current month's price	$10.04
	Previous month's price	9.89
	Price increase per 100 lbs.	.15

b. .0215 x .15 = .00322

c. .25 x .00322 = .00080 (.0008)

d. .333 x .00322 = .00107 (.0011)

Division of Educational Management Services

January 18, 1974

APPENDIX A
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ESCALATOR CLAUSE FOR ICE CREAM CONTRACTS

The price for ice cream and related products shall be adjusted upward and downward on a monthly basis, using as an index the estimated average retail price for ice cream in half gallons, as reported by the Bureau of Labor Statistics, U.S. Department of Labor, for the New York, Northeastern New Jersey Area.

These prices are reported by the B.L.S. about the 25th of each month for the previous month. This means that the average ice cream price for the month of July will be reported late in the month of August. Thus, the contract price paid by the school district to the vendor would first reflect any change in the July index figure in payment for September purchases.

The contract billing price to school districts shall be adjusted upward and downward only when the aggregate changes have been at least 3%, or a multiple thereof, in which case the full percentage of the change shall be applied to the basic bid price established in the contract. In calculating price adjustments, fractional amounts shall be rounded to the nearest cent per dozen or standard packaging unit.

The following figures indicate the effects this escalator clause would have had on a contract for ice cream products for the year 1973-74. Since the B.L.S. has not announced the State average price for the month of April at this writing, it is not possible to show the adjusted price for the month of June 1974. In this illustration it is assumed that the bid price in June 1973 per dozen ice cream cups was 75 cents.

	Month	Index Price	Amount Above/Below Index Base	Percent Above/Below Index Base	Billing Price Adjustment	Billing Price Per Dozen/Unit
1973	June	1.031 (Base)	-	-	-	.75 (base price)
	July	1.036	.005	.48	-	-
	August	1.037	.006	.58	-	-
	September	1.083	.052	5.04	+4¢	.75
	October	1.125	.094	9.12	+7¢	.75
	November	1.137	.106	10.28	-	.79
	December	1.149	.118	11.45	-	.82
1974	January	1.174	.143	13.87	+10¢	.82
	February	1.193	.162	15.71	+12¢	.82
	March	1.204	.173	16.78	-	.85
	April					.87
	May					.87

State Education Department
Bureau of School Food Management

June 20, 1974

APPENDIX B

STANDARD FORMS PERTAINING TO THE SCHOOL BREAKFAST PROGRAM

B-1 School Breakfast Program Agreement

B-2 Application for Participation

B-3 Monthly Claim for Reimbursement

B-4 Monthly Tabular Claim Form

APPENDIX B
B-1

THE UNIVERSITY OF THE STATE OF NEW YORK
THE STATE EDUCATION DEPARTMENT
BUREAU OF SCHOOL FOOD MANAGEMENT
99 WASHINGTON AVENUE
ALBANY, NEW YORK 12210
SA-644

Agreement No. _____

SCHOOL BREAKFAST PROGRAM AGREEMENT
(Three Copies Required)

In order to effectuate the purposes of the Child Nutrition Act of 1966 and to carry out the terms and conditions of an agreement made between the United States Department of Agriculture, hereinafter referred to as the "Department," and the New York State Education Department, herein referred to as "State Education Department," the New York State Education Department ("State Education Department") and

_____
(Full Legal Name of School District or Corporation Operating School)

whose address is _____
(Street and Number) *(City)* *(ZIP)*

State of New York, hereinafter referred to as the "Sponsor," mutually agree as follows:

1. The State Education Department agrees, subject to the availability of funds and the continuance of the Federal program under the Child Nutrition Act, that it will reimburse the Sponsor in connection with the cost of obtaining food for the school breakfast program served to eligible children attending schools for which it makes application in any fiscal year during which this agreement is in effect. The reimbursement will not exceed (a) an amount equal to the number of breakfasts served to children of high school grade or under, multiply by the rate assigned by the State Education Department, or (b) the cost of obtaining food used in the school breakfast program, whichever is the lower.

2. The Sponsor agrees that it is the authority having supervision and control over the operation of the school breakfast programs in the schools for which it makes application, and the Sponsor shall supervise the school breakfast operations in such schools in such manner as will insure compliance therein with the terms and conditions of this agreement.

3. The Sponsor agrees that it shall operate a nonprofit breakfast program and use program income only for program purposes. However, such income shall not be used to purchase land, to acquire or construct buildings or to make alterations on existing buildings.

4. The Sponsor agrees that it shall serve breakfasts which meet the requirements for a school breakfast during a period designated as the breakfast period by the school. The school breakfast shall contain as a minimum:

(1) One-half pint of fluid whole milk as a beverage or on cereal or used in part for each purpose.

(2) A one-half cup serving of fruit or full-strength fruit or vegetable juice.

(3) One slice of whole-grain or enriched bread; or an equivalent serving of cornbread, biscuits, rolls, muffins, etc., made of whole-grain or enriched meal or flour; or three-fourths cup serving of whole-grain cereal or enriched or fortified cereal or an equivalent quantity of any combination of these foods.

To improve the nutrition of the participating children, breakfasts shall also include as often as practicable protein-rich foods such as one egg; a one-ounce serving (edible portion as served) of meat, poultry, or fish, or one ounce of cheese; or two tablespoons of peanut butter; or an equivalent quantity of any combination of these foods. Additional foods may be served with breakfasts as desired.

If emergency conditions prevent a school normally having a supply of milk from temporarily obtaining delivery thereof, the State Education Department may approve reimbursement for breakfasts served without milk during the emergency period. The inability of a school to obtain a supply of milk on a continuing basis shall not bar it from participation in the program. In such cases the State Education Department may approve the service of breakfast without milk; provided, however, that an equivalent amount of canned, whole dry, or nonfat dry milk is used in the preparation of the components of the breakfast.

Substitutions may be made in food listed in paragraph 4 (1) if individual participating children are unable, because of medical or other special dietary needs, to consume such foods. Such substitutions shall be made only when supported by a statement from a recognized medical authority which includes recommended alternate foods.

The Sponsor may include alternate foods which are approved from time to time by the Department and the State Education Department to replace the nutritional requirements of the three menu components.

5. The Sponsor agrees that it shall price the school breakfast as a unit.

6. The Sponsor agrees that it shall supply breakfasts without cost or at reduced price to all children who are determined by the school authorities to be unable to pay the full price in accordance with the Sponsor's approved free and reduced price meal policy.

7. The Sponsor agrees that it shall make no discrimination against any child because of his inability to pay the full price of the breakfast.

8. The Sponsor agrees that it shall claim reimbursement only for breakfasts served to children which meet the requirements as set forth in paragraph 4 hereof at the rate assigned on the application for participation in the school breakfast program or by such other rate as the State Education Department may subsequently assign.

9. The Sponsor agrees that it shall submit claims for reimbursement on forms provided by the State Education Department in accordance with procedures established by the State Education Department.

10. The Sponsor agrees that adequate facilities will be maintained for storing, preparing and serving food purchased for the school breakfast programs and food donated by the Department, and proper sanitation and health standards conforming with all applicable laws and regulations shall be maintained.

11. The Sponsor agrees that foods which are designated by the Department, or the State Education Department from time to time, as being in abundance will be purchased in as large quantities as may be efficiently utilized in the school breakfast programs.

12. The Sponsor agrees that it shall accept and use in as large quantities as can be efficiently utilized in the breakfast program the foods offered as a donation by the Department, or the State Education Department.

13. The Sponsor agrees that it shall maintain full and accurate records of the breakfast program, which records shall include the following:

(a) Daily number of breakfasts served to children.

(b) Daily number of breakfasts served free or at reduced price to children meeting the school's approved eligibility standards.

(c) Receipts from children's payments for breakfasts.

(d) Receipts from Federal reimbursement.

(e) Receipts from all other sources.

(f) Expenditures for food used in the breakfast program.

(g) Expenditures for labor connected with the breakfast program.

(h) All other costs related directly to the breakfast program.

(i) Any other additional records or procedures as required by the Department or the State Education Department.

These records must be maintained for a period of (six) years after the end of the fiscal year to which they pertain. This paragraph shall not be construed to reduce the period for which records are required to be kept by other provisions of law or regulations.

14. The Sponsor agrees that it shall make available to the State Education Department and to the Department for examination and audit, and administrative review, at any reasonable time and place, all accounts and records pertaining to the operation of the program.

15. The Department, or the State Education Department will promptly notify the Sponsor of any change in the minimum breakfast requirements or the assigned rate of reimbursement. The Department, or the State Education Department will not make any change in the minimum breakfast requirements to become effective other than at the beginning of a fiscal year.

16. A school which operates its breakfast program under a fee, concession or contract arrangement with a food service management company or under a similar arrangement must have its contract approved by the State Education Department to be eligible for the breakfast program reimbursement.

17. No Member of or Delegate to Congress, or Resident Commissioner, will be admitted to any share or part of this agreement or to any benefit that may arise therefrom; but this provision will not be construed to extend to this agreement if made with a corporation for its general benefit.

18. The Sponsor hereby certifies that each school for which it makes application is a public school of high school grade or under or is a nonprofit private school of high school grade or under within the definition of the statutes of the State of New York and is exempt from income tax under the Internal Revenue Code, as amended.

19. This contract shall be void and of no effect unless the Sponsor shall secure compensation for the benefit of and keep insured during the life of this contract, such employees engaged thereon as are required to be insured by the provisions of the Workmen's Compensation Law.

20. The Sponsor agrees that it shall observe and comply with all the applicable provisions of the Labor Law in the performance of this contract.

21. The Sponsor hereby agrees to the provisions of Section 139-a and 139-b of the New York State Finance Law which requires that upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, (a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with New York State or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and (b) any and all contracts made with the State of New York or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be cancelled or terminated by New York State without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the State of New York for goods delivered or work done prior to the cancellation or termination shall be paid.

22. During the performance of this contract, the Sponsor agrees as follows:

a. The Sponsor will not discriminate against any employee or applicant for employment because of race, sex, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, sex, color or national origin. Such action shall be taken without reference, but not be limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

b. The Sponsor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the Sponsor's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the Sponsor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the Sponsor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, sex, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Sponsor shall promptly notify the State Commission for Human Rights of such failure or refusal.

c. The Sponsor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.

d. The Sponsor will state, in all solicitations or advertisements for employees placed by or on behalf of the Sponsor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, sex, color or national origin.

e. The Sponsor will comply with the provisions of Section 291-299 of the Executive Law and the Civil Rights Law and will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

f. This contract may be forthwith canceled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Sponsor has not complied with these non-discrimination clauses, and the Sponsor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has ~~been filed~~ with the Commission, notice thereof has been given to the Sponsor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by Law.

g. The Sponsor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Sponsor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Sponsor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Sponsor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

23. The Sponsor assures the Department and the State Education Department that it now complies with and shall in the future comply with all requirements imposed by or pursuant to the Civil Rights Act of 1964 and the Department Regulations (7CFR, Part 15), including any subsequent amendments issued to effectuate that Act. Compliance will be consistent with the objective that no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity of the Sponsor to which assistance is provided by the Department. Admission policies are understood and agreed by the Sponsor to be a part of such programs and activities. The sponsor agrees to be obligated by this assurance as long as it receives assistance hereunder or retains possession of any assistance provided by the Department or the State Education Department. Should the Sponsor fail to comply with this assurance, the Department or the State Education Department shall have the right to seek its enforcement by judicial or any other means authorized by law. Federal financial assistance is extended under this agreement in reliance on the representations made herein.

Any termination of this agreement for non-compliance with Title VI of the Civil Rights Act of 1964 shall be in accordance with applicable laws and regulations.

24. This agreement may be terminated upon ten (10) days' written notice on the part of either party hereto; provided, however, that the State Education Department may cancel this agreement immediately upon receipt of evidence that the terms and conditions of this agreement have not been fully complied with by the Sponsor and/or expiration of funds.

25. This agreement shall be deemed executory only to the extent of moneys available to the State Education Department for the performance of the terms hereof and no liability shall be incurred by the New York State Education Department and/or the People of the State of New York beyond the money available for such purpose.

26. For the purpose of this agreement, the following terms will mean, respectively:

a. Breakfast: Breakfast means a meal served to school children at the beginning of the school day which meets the requirements set forth in paragraph 4 of this agreement.

b. Cost of Obtaining Food: The purchase price of Agricultural commodities and other foods purchased for and used in the School Breakfast Program.

c. Milk: Milk means unflavored milk which meets State and local standards for fluid whole milk and flavored milk made from fluid whole milk which meets such standards.

d. Fiscal Year: A period of twelve calendar months beginning with July 1 of any calendar year and ending with June 30 of the following calendar year.

e. Nonprofit Breakfast Program: Food service maintained for the benefit of children, all the income of which is used solely for the operation or improvement of such food service.

27. This agreement shall become effective on the date approved by the State Education Department and except as herein otherwise provided shall continue in effect until June 30 of the same school year. This agreement may be renewed for each school year thereafter by the State Education Department upon written application by the Sponsor, but such renewal shall not be effective until such application for renewal is approved by the State Education Department.

***SPONSOR**

_____
(Legal Name)

By _____
(Signature)

Title _____

Date _____

* The legal name of school district or corporation operating school must be used and it must be signed by the president of the board or chairman of community school district or officer of the corporation operating a private or parochial school.

NEW YORK STATE EDUCATION DEPARTMENT

By _____
(Commissioner of Education)

Date _____

DO NOT WRITE IN THIS SPACE

Effective Date _____

By _____

6/73

THE UNIVERSITY OF THE STATE OF NEW YORK
The State Education Department
Bureau of School Food Management
99 Washington Avenue
Albany, New York 12210

APPENDIX B
3-2

3 COPIES REQUIRED

Enter Present Agreement No. _____

APPLICATION FOR PARTICIPATION IN THE SCHOOL BREAKFAST PROGRAM
SA-645 (6/74)

Sponsoring Agency_____ Address_____ Zip____

Name of School_____ Address_____ Zip____

Grades in Building_____ Estimated ADA_____ Telephone No._____

1. Percentage of students:

Having to travel long distances:
under 30 min. _____%
31 to 60 min. _____%
over 60 min. _____%

At school prior to first class:
under 15 min. _____%
16 to 30 min. _____%
over 30 min. _____%

2. Food services now in operation in the school: (circle)

Breakfast Lunch Milk None

3. Do you employ a food service management company? Yes No

4. Will food be prepared on premises? Yes No If not, where_____

5. Program data:

(a) For those schools participating in the National School Lunch Program complete the following:

Total number of children approved for free and reduced price meals with applications on file: Free _____ Reduced Price_____

(b) For those schools NOT participating in the National School Lunch Program complete the following:

Estimated number of children who will be eligible for free and reduced price breakfasts under the eligibility standards proposed in the free and reduced price meal policy submitted for approval.
Free_____ Reduced Price_____

(c) Approximate number of children:

Free _____
Reduced Price _____
Paying _____
Total _____

(d) What will you charge?

Children-Paying _____
Reduced Price _____
Adults- _____

(e) Beginning date_____ Ending date_____ Total days of service_____

6. Percentage of FAMILIES in this school whose children meet eligibility requirements for free and reduced price meals _____%.

(a) If figures given above are from official sources, give the source of data and period covered_____
_____.

(b) If figures are not from official sources, give the basis for the estimates
_____
_____.

(Over)

7. Names of persons authorized to sign reimbursement claims for the School Breakfast Program:

Name_____ Name_____

Signature_____ Signature_____

Title_____ Title_____

It is certified that I have read the School Breakfast Agreement, as amended to assure compliance with the Civil Rights Act of 1964, and agree that the program operations in the schools listed hereon will be conducted in accordance with the terms of said agreement. I further certify that meals reported as free or reduced are in accordance with the district's approved free and reduced price meal policy.

_____

(Signature of President Board of Education or Chairman Community School Board or Officer of Corporation operating a private or parochial school. The signature of the superintendent or principal is not acceptable).

_____ _____

(Title) (Date)

FOR USE BY THE STATE EDUCATION DEPARTMENT ONLY

Approved Maximum Reimbursement Rates: By_____

Free ____¢ Reduced ____¢ Paid ____¢ Title_____

Date_____

APPENDIX B
B-3

The University of the State of New York
The State Education Department
Division of Educational Finance
Albany, New York 12210
MONTHLY CLAIM FOR REIMBURSEMENT

SCHOOL BREAKFAST PROGRAM
FORM SA-625

Agreement No. _____

Report for the month of _____
Name of school building for
which claim is made _____
or
Consolidated report for _____ schools

Sponsoring Agency _____ Address _____
(Street and Number)

School District No. _____ Town _____ _____
(City or Village) (State) (Zip)

1. Average daily attendance during month _____ 2. Number of days of service _____

3. Number of breakfasts served to children

a. Free _____
b. Reduced price _____
c. Regular charge _____
d. Total _____

4. Average daily participation

a. Free _____
b. Reduced price _____
c. Regular charge _____
d. Total _____

5. Selling price of breakfasts: a.) Reduced price _____ b.) Regular charge _____

6. Cost of purchased food USED in breakfasts during month $_____

7. Other expenses for the month

a. Labor $_____

b. Misc. $_____

c. Total $_____

8. Maximum other expense allowable

Total breakfasts (Item 3d) _____

x .20

Maximum for other $_____

9. Allowable other expenses (Lesser of 7c or 8) $_____

10. Total expense (Item 6 plus 9) $_____

11. Income:

a. Sale of complete breakfasts $_____

b. a la carte sales (adults, children) _____

c. Other income _____

d. Total income $_____

12. Net cost of complete breakfasts (Item 10) _____ less (Item 11b) _____ = $_____

13. Cost per breakfast (Item 12) _____ ÷ total breakfasts (Item 3d) _____ = $_____

SEE REVERSE SIDE FOR COMPLETION OF CLAIM

14. Maximum allowable reimbursement:

Free Breakfasts

a. No. free _____ x cost _____ = $_____
(Item 3a) (Item 13)

b. No. free _____ x 45¢ = $_____

c. Maximum allowable reimbursement (Lesser of a or b) $_____

Reduced Price Breakfasts

d. No. reduced _____ x cost less selling price _____ = $_____
(Item 3b) (Item 13 - Item 5a)

e. No. reduced _____ x 40¢ = $_____

f. Maximum allowable reimbursement (Lesser of d or e) $_____

Regular Charge Breakfasts

g. No. regular charge _____ x 10¢ = $_____
(Item 3c)

15. ALLOWABLE REIMBURSEMENT (Item 14c plus 14f plus 14g) $_____

I certify that to the best of my knowledge and belief the above information is true and correct; that the above number of breakfasts were served in accordance with the terms of the agreement; that invoices, other pertinent records and approved free and reduced price applications for each needy child, in accordance with the school's approved policy, are on file to substantiate this claim.

AUTHORIZED SIGNATURE _____

TITLE _____

FOR USE BY STATE EDUCATION DEPARTMENT ONLY

Average food cost _____ Approved reimbursement-Federal _____

Average other expense _____ State _____

Total _____

THE UNIVERSITY OF THE STATE OF NEW YORK
THE STATE EDUCATION DEPARTMENT
DIVISION OF EDUCATIONAL FINANCE
ALBANY, NEW YORK 12224

TABULAR CLAIM FOR REIMBURSEMENT
SCHOOL BREAKFAST PROGRAM
SA-625B

Agreement Number _____
Continuation Sheet Number _____
Month _____

SEE INSTRUCTIONS ON REVERSE SIDE BEFORE COMPLETING THIS FORM

Name of School	A.D.A. (1)	Days of Service (2)	Breakfasts Served			A. D. P.			Expenses			Income-Sale		
			Free (3a)	Reduced Price (3b)	Regular Charge (3c)	Free (4a)	Reduced Price (4b)	Regular Charge (4c)	Cost of Food Used (6)	Labor (7a)	Misc. (7b)	Comp. Bkfsts (11a)	A La Carte (11b)	Other Income (11c)
Totals														

APPENDIX B
B-4

INSTRUCTIONS FOR COMPLETING MONTHLY CLAIM FOR REIMBURSEMENT
TABULAR - SCHOOL BREAKFAST PROGRAM FORM SA-625B

Name of School: List the name of each school participating in the Breakfast Program during the month and the corresponding activities in connection with the Breakfast Program in that school.

Item 1. Report actual Average Daily Attendance in the school or schools, if available. If not, estimate as accurately as possible.

Item 2. Number of days breakfasts were served during the month.

Item 3. Report the total number of breakfasts meeting the minimum nutritional requirements that were served to children during the month. Make certain they are reported in the proper category of breakfasts served free, at reduced-price or at the regular charge.

Item 4. Compute the Average Daily Participation for each category by dividing the number of breakfasts served by the days of service.

Item 6. Report the total purchased cost of all food, including milk and juice, <u>used</u> in the breakfasts served during the month. <u>Do not</u> report the total cost of food purchased during the month, report only the purchased cost of food <u>used</u> during the month. <u>Do not</u> include the value of any donated commodities used during the month.

Item 7. Labor should include all costs of labor directly connected with the Breakfast Program. Miscellaneous costs should include all other costs connected with the Breakfast Program. In reporting the cost of disposables such as paper plates, cups, straws, etc., the cost of the disposables <u>used</u> during the month should be reported. Do not report the cost of disposables purchased during the month unless they were used.

Item 11. Regulations will not permit reimbursement in excess of the total cost of the Breakfast Program less applicable income such as sale of breakfasts, a la carte sales, cash donations, etc. Item 11A, income from sale of breakfasts, should show receipts for breakfasts served to children meeting the minimum nutritional requirements. Item 11B should show any a la carte sales, adult sales. Item 11C should show any other income received for the Breakfast Program. Do not include reimbursement checks received or due from the State of New York.

The totals of each column should be brought forward to the corresponding item on the consolidated claim form.

APPENDIX C

STANDARD FORMS PERTAINING TO THE NON FOOD ASSISTANCE PROGRAM

C-1 Non Food Assistance Program Agreement

C-2 Application for Participation

C-3 Claim for Reimbursement

C-4 Claim for Reimbursement - Continuation Sheet

SA-639 Agreement No. _____

THE UNIVERSITY OF THE STATE OF NEW YORK
THE STATE EDUCATION DEPARTMENT
DIVISION OF EDUCATIONAL FINANCE
ALBANY, NEW YORK 12210

NON FOOD ASSISTANCE AGREEMENT
(Two Copies Required)

In order to effectuate the purposes of the Child Nutrition Act of 1966 and to carry out the terms and conditions of our agreement made between the United States Department of Agriculture, hereinafter referred to as the "Department," and New York State Education Department, herein referred to as "State Education Department," the New York State Education Department ("State Education Department") and

_____
(Full Legal Name of School District or Corporation Operating School)

whose address is _____, _____
(Street and Number) (City)

State of New York, hereinafter referred to as the "Sponsor," mutually agree as follows:

1. The State Education Department agrees, subject to the extent of available funds, in connection with the cost of obtaining equipment to establish, maintain and expand school food service programs operating under the Child Nutrition Act and the National School Lunch Act, that it will reimburse up to 75% of the total cost of such equipment.

2. The sponsor agrees to:

- conduct a nonprofit food service under the Child Nutrition and/or National School Lunch Acts.

- Use equipment in connection with child feeding programs operated under the Child Nutrition Act or National School Lunch Act.

- Finance from local funds at least 25% of the total cost of any equipment purchased with Federal Assistance.

- Claim reimbursement not to exceed 75% of the total cost of equipment approved for purchase by State Education Department.

- Submit to the State Education Department a claim for reimbursement on a form to be provided by the State Education Department. It is understood that claims for reimbursement not filed within 90 days after June 30 will be disallowed except where a claim for reimbursement has been determined by the State Education Department to be delayed because of conditions beyond the control of the school.

- Maintain records of income (receipts) and expenditures in such a manner as to reflect the nonprofit status of the food or milk service.

- Return to the State Education Department that part of the equipment purchased with Federal funds or the residual value when such equipment is no longer used in connection with child feeding programs operating under the Child Nutrition Act or the National School Lunch Act.

- Maintain full and accurate records and keep such records for a period of three years after the end of the fiscal year to which they pertain.

- Make available to State Education Department or the United States Department of Agriculture for examination and audit at any reasonable time and place, all accounts and records pertaining to operations under this Agreement.

3. This Agreement may be terminated upon 10 days notice on the part of either party hereto, and the State Education Department may terminate this agreement immediately upon receipt of evidence that the terms and conditions of this Agreement have not been fully complied with by the Sponsor.

4. This Agreement shall be effective for the period commencing the _____ day of _____, 19___, and ending June 30 unless terminated sooner.

5. The Sponsoring Agency hereby certifies that each school listed in this agreement is a public school of high school grade and under within the definition of the statutes of the State of New York or is a nonprofit private school of high school grade and under, exempt from income tax under the Internal Revenue Code, as amended.

6. This contract shall be void and of no effect unless the Sponsoring Agency shall secure compensation for the benefit of and keep insured during the life of this contract, such employees engaged thereon as are required to be insured by the provisions of the Workmen's Compensation Law.

7. The Sponsoring Agency covenants that it will observe and comply with all the applicable provisions of the Labor Law in the performance of this contract.

8. This contract shall be deemed executory only to the extent of moneys available to the State Agency for the performance of the terms hereof and no liability shall be incurred by the New York State Education Department and/or the People of the State of New York beyond the money available for such purpose.

9. No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

10. Definitions:

"Cost of Equipment" - price after discounts if any, appearing on invoice.

"Cost of Installation" - cost of necessary plumbing, electric wiring, pipe lines, but not including costs of acquiring land or buildings

or remodeling or making alterations to existing buildings.

"Total Cost of Equipment" - cost of equipment plus cost of installation and service.

"Residual Value" - the original cost (invoice price) of the equipment with depreciation figures as follows:

*Large equipment-total in 5 years - 1/5 of value each year.
*Small equipment-total in 3 years - 1/3 of value each year.

SPONSOR	New York State Education Department
By _____ (Signature)	By _____
Date _____ Title _____	Date _____ Title _____

APPENDIX C
C-2

THE UNIVERSITY OF THE STATE OF NEW YORK SA-640
The State Education Department
Division of Educational Finance
Bureau of School Food Management
Albany 12230

APPLICATION FOR PARTICIPATION IN THE NON-FOOD ASSISTANCE PROGRAM

Agreement No. _____

ponsoring Agency _____ Address _____

ame of School _____ Address _____

Information to determine need and approval

rades taught _____ .

ood service programs in operation ☐ breakfast ☐ lunch ☐ milk ☐ none

ood preparation ☐ prepared on premises ☐ prepared in central kitchen ☐ combination

mployees		Number	Hours/day
	adults	_____	_____
	student help	_____	_____

atterns of service	Breakfast	Lunch
number of periods	_____	_____
length of each period	_____	_____
time between serving periods	_____	_____
number of meals/period	_____	_____
hours of service	_____	_____

articipation data

With food servece	Current	Estimated increase
Average daily attendance	_____	_____
Average daily participation	_____	_____
Breakfast	_____	_____
Lunch	_____	_____

ithout food service		Number
Average daily attendance	_____	
Estimated number to be served breakfast		_____
lunch		_____

Per capita income of county in which school is located $_____

Percentages of families in area from which school draws its attendance with annual income of less than $4000 _____%

Estimated number of children in your school from families with annual income of less than $4000 _____

Estimated number of children in your school from families receiving some form of public assistance _____

If figures given above are from official sources, give source of data and period covered_____

_____

If figures are not from official sources, give the basis for the estimates. _____

_____

Summarize plans for use of equipment requested. (Include plans to assure that equipment is used primarily in connection with child feeding programs).

Indicate school's plan for financing at least one-fourth of the total cost of equipment to be purchased. (Cannot be federal funds, must be local in nature).

Sources of fund_____

Amount from each source_____

Manner in which payment of school's share will be made to vendor_____

_____

Indicate reason assistance is needed. Other remarks_____

_____

Briefly describe space available for preparing and serving meals.

Receiving _____

Storage-food, non-food_____

Kitchen_____

Serving_____

Dining_____

ishwashing_____

aintenance (garbage and trash)_____

ist items of equipment now available at school.

quipment needed to provide an efficient food service. (List both large and small).

Item	Specifications	No. of Items Needed	Cost/Unit	Total

ertification: I certify that the information on this application is true and correct to the best of my knowledge, and that the funds requested are needed for the equipment listed and that the equipment acquired with funds will be used principally to effectively meet the nutritional needs of the children.

Date	Title	Signature

---

or Use by the Education Department only.

pproved for reimbursement $_____ by _____

2-72

THE UNIVERSITY OF THE STATE OF NEW YORK
The State Education Department
Division of Educational Finance
Albany, New York 12230

SA-641
CLAIM FOR REIMBURSEMENT
NON-FOOD ASSISTANCE

Agreement No. _____

Sponsoring Agency _____ Address _____

School Name and Address	A D A	A D P	Date of Purchase	Description of Equipment	Quant.	Net Cost	Install. and Trans. Costs	Final Cost
						Total		
						Less 25% Schools Share		
						Total Reimbursement		

CERTIFICATION: I hereby certify that the items above have been obtained and installed at the prices noted and are in operation. This is a request for payment.

_____
(Signature)

_____ (Date) _____ (Title)

Approved by:

_____
(Signature)

(Attach a copy of the bill invoice or other evidence of purchase.)

APPENDIX C
C-3

THE UNIVERSITY OF THE STATE OF NEW YORK
The State Education Department
Division of Educational Finance
Albany, New York 12230

SA-641A
CLAIM FOR REIMBURSEMENT
NON-FOOD ASSISTANCE
CONTINUATION SHEET

Agreement No. _____

Sponsoring Agency _____ Address _____

School Name and Address	A D A	A D P	Date of Purchase	Description of Equipment	Quant.	Net Cost	Install. and Trans. Costs	Final Cost

APPENDIX D

STANDARD FORMS PERTAINING TO THE FOOD COMMODITIES DISTRIBUTION PROGRAM

D-1 Agreement for Direct Distribution

D-2 Agreement for Direct Distribution Attachment

NEW YORK STATE EDUCATION DEPARTMENT
FOODS DISTRIBUTION UNIT
99 WASHINGTON AVENUE
ALBANY, NEW YORK 12210

Agreement Approved as to form by the Attorney General, 9/15/52

APPENDIX D
D-1

AGREEMENT FOR DIRECT DISTRIBUTION

FORM FA-300 (REV. 10/71)

In order to effectuate and carry out the terms and conditions of an agreement between the United States Department of Agriculture, hereinafter referred to as the "Department" and the New York State Education Department, hereinafter referred to as "State Distributing Agency", for the distribution and use of commodities donated by the Department, the NEW YORK STATE EDUCATION DEPARTMENT (State Distributing Agency) and

.....,

....., City of

....., State of New York, hereinafter referred to as "Recipient Agency," mutually agree as follows:

1. The State Distributing Agency agrees that it will make available to the Recipient Agency commodities donated by the Department and accepted by the State Distributing Agency in such quantities and at such times as the State Distributing Agency shall determine, but not to exceed such quantities as the Recipient Agency declares it can accept without loss.

2. The terms "distribute" or "distribution" as used in this agreement insofar as such terms refer to the State Distributing Agency shall be deemed to mean the allocation and making available to such Recipient Agency or its authorized agent at the place of storage of the State Distributing Agency, commodities donated by the Department.

3. The Recipient Agency shall designate a representative or representatives who shall be charged with the responsibility for the proper management and control of all activities pertaining to the distribution or use of commodities. Such representative or representatives shall be authorized to sign on behalf of the Recipient Agency requests for commodities, reports or other documents necessary in the operation of the direct distribution program. This provision shall not prevent a Recipient Agency from authorizing an agent to accept or to sign and acknowledge receipt for, such commodities.

4. The Recipient Agency agrees to accept and distribute or use the commodities in a manner which will assure that such commodities will be used in addition to, and not in substitution for, commodities normally purchased or funds normally provided. (The preceding sentence does not apply to commodities distributed under the terms of section 6 of the National School Lunch Act.)

5. The Recipient Agency certifies it is a nonprofit agency, exempt from income tax under the internal revenue code, and is of high school grade and under. The Recipient Agency further agrees to confine distribution or use of commodities, received from the State Distributing Agency to or by persons served in the non-profit school lunch programs. Schools not serving complete meals but otherwise meeting the above requirements may receive only commodities that do not require preparation for serving. Such distribution and use shall not be in excess of the maximum rates of distribution established by the Department and the State Distributing Agency.

6. The Recipient Agency agrees that care will be exercised at all times to prevent donated commodities from being distributed or used in such quantities or manner as to encourage waste, deterioration or misuse.

7. The Recipient Agency agrees to furnish adequate personnel and proper facilities to receive, handle, store, distribute, prepare and serve the commodities in accordance with instructions issued by the Department and the State Distributing Agency.

(a) THE RECIPIENT AGENCY SHALL NOT TRANSFER OR CAUSE TO BE REMOVED FROM THE SCHOOL'S STORAGE ANY GOVERNMENT DONATED FOODS WITHOUT SPECIFIC AUTHORIZATION FROM THE STATE EDUCATION DEPARTMENT, FOODS DISTRIBUTION UNIT. THIS WOULD INCLUDE UNAUTHORIZED ARRANGEMENTS FOR THE REPROCESSING OF SUCH GOVERNMENT FOODS.

8. The Recipient Agency agrees that in the operation of school lunch programs, food will be served in a common dining room, wherever possible, and there will be no discrimination or segregation whatever between paying and nonpaying persons in the food served and the manner of serving.

9. The Recipient Agency agrees that the representatives of the Department or the State Distributing Agency may make inspection at any reasonable time of the commodities in storage, or of the facilities or warehouses used in the handling, storage or preparing and serving of commodities.

10. Immediately upon notice to the Recipient Agency that commodities have been made available and are ready for delivery to it, the Recipient Agency agrees that it will accept delivery and transport at its expense such commodities from the warehouse of the State Distributing Agency to the place where the Recipient Agency will utilize such commodities in accordance with this agreement. Upon delivery to the Recipient Agency or its authorized agent, the title to such commodities shall vest in the Recipient Agency.

11. The Recipient Agency agrees to accept delivery of any allocation of commodities on or before the date indicated on the withdrawal order and any allocation of commodities which is not picked up by the Recipient Agency on or before said date shall be cancelled on said date.

12. The Recipient Agency will pay to the State Distributing Agency the cost of storage, handling and packaging of commodities received from the State Distributing Agency. In the case of Recipient Agencies participating in the National School Lunch Program, the said cost of storage, handling and packaging for the preceding twelve (12) months, or fraction thereof, shall be deducted from the amount apportioned by the State of New York from New York State funds to such Recipient Agencies under the National School Lunch Program.

In the case of Recipient Agencies not participating in the National School Lunch Program, the said costs shall be paid to the State Distributing Agency within thirty (30) days after being billed therefor.

13. The Recipient Agency will maintain and keep true and accurate records as required by the State Distributing Agency. Such records shall be open to inspection by representatives of the Department and the State Distributing Agency at any reasonable time and place.

14. Commodities received under this agreement will be used solely for the benefit of those persons served or assisted by the Recipient Agency and will not be traded or sold; and will not be otherwise disposed of without prior written approval of the State Distributing Agency.

15. Containers received with shipments of donated commodities from the State Distributing Agency will be used exclusively in the distribution or storage of commodities received or will be sold promptly. Such sales will be by the Recipient Agency, made at a price level which will not disrupt the market for similar products or otherwise interfere with the manufacture and sale of similar containers. The funds derived from the sale of such containers will be used by the Recipient Agency only for costs involved in the distribution or use of donated commodities.

16. The Recipient Agency agrees to investigate promptly all complaints received in connection with the distribution or use of the donated commodities and to correct any irregularities disclosed, reporting promptly to the State Distributing Agency in each instance.

17. No warranty, either express or implied, in law or fact, is to be deemed to exist from the State Distributing Agency to any persons, groups or other recipients or commodities, with respect to the commodities distributed under this agreement. No liability upon the part of the State Distributing Agency shall arise under or by virtue of this agreement.

18. The State Distributing Agency or the Recipient Agency may terminate this agreement by giving thirty (30) days notice in writing to the other party. The State Distributing Agency may cancel this agreement at any time without notice upon receipt of evidence that the terms and conditions have not been fully complied with by the Recipient Agency, or upon the termination or cancellation of the agreement between the Department and the State Distributing Agency. After notice of termination or cancellation of this agreement is given, the Recipient Agency agrees to comply with the instructions of the State Distributing Agency either

(a) to distribute or use all remaining inventories of commodities donated by the Department in accordance with the provisions of this agreement, or

(b) to redonate such inventories to the State Distributing Agency, and

to transmit such reports as are required by the State Distributing Agency to record final disposition of such inventories. Any expense incurred by reason of the termination or cancellation of this agreement shall be a charge upon and shall be paid by the Recipient Agency.

19. This contract shall be void and of no effect unless the Sponsoring Agency shall secure compensation for the benefit of and keep insured during the life of this contract, such employees engaged thereon as are required to be insured by the provisions of the Workmen's Compensation Law.

20. The Sponsoring Agency covenants that it will observe and comply with all the applicable provisions of the Labor Law in the performance of this contract.

21. The Recipient Agency hereby agrees to the provisions of Section 139-a and 139-b of the New York State Finance Law which requires that upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, (a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with New York State or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and (b) any and all contracts made with the State of New York or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by New York State without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the State of New York for goods delivered or work done prior to the cancellation or termination shall be paid.

22. During the performance of this contract, the Recipient Agency agrees as follows:

(a) The Recipient Agency will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color, or national origin. Such action shall be taken without reference, but not be limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

(b) The Recipient Agency will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the contractor's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the

Recipient Agency shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these nondiscrimination clauses or that it consents and agrees that recruitment, employment and terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, Recipient Agency shall promptly notify the State Commission for Human Rights of such failure or refusal.

(c) The Recipient Agency will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.

(d) The Recipient Agency will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.

(e) The Recipient Agency will comply with the provisions of Section 291-299 of the Executive Law and the Civil Rights Law will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

(f) This contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the contractor has not complied with these non-discrimination clauses and the contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

(g) The Recipient Agency will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. Recipient Agency will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for noncompliance. If the Recipient Agency becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor shall promptly so notify the Attorney General requesting him to intervene and protect the interests of the State of New York.

23. Recipient Agency assures the United States Department of Agriculture and the State distributing agency that it now complies with and shall in the future comply with all requirements imposed by or pursuant to the Civil Rights Act of 1964 and the USDA regulations (7CFR Part 15), including any subsequent amendments, issued to effectuate that Act. Compliance will be consistent with the objective that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity of recipient agency to which assistance is provided by the USDA. Admission policies are understood and agreed by recipient agency to be a part of such programs and activities. Recipient agency agrees to be obligated by this assurance as long as it receives assistance hereunder or retains possession of any assistance provided by the USDA or the State distributing agency. Should recipient agency fail to comply with this assurance, the United States or the State distributing agency shall have the right to seek its enforcement by judicial or any other means authorized by law. Federal financial assistance is extended under this agreement in reliance on the representations made herein.

Any termination of this agreement for non-compliance with Title VI of the Civil Rights Act of 1964 shall be in accordance with applicable laws and regulations.

24. This contract shall be deemed executory only to the extent of moneys available to the State distributing agency for the performance of the terms hereof and no liability shall be incurred by the New York State Education Department and/or the people of the State of New York beyond the money available for such purpose.

IN WITNESS WHEREOF, The parties hereto have hereunto subscribed their names this ..... day of ....., 19.....

New York State Department of Education

By .....
(Commissioner of Education)

.....
(Recipient Agency)

By .....
(Title)

DO NOT WRITE IN THIS SPACE
EFFECTIVE DATE .....
BY .....

NEW YORK STATE EDUCATION DEPARTMENT
DIVISION OF SCHOOL FINANCIAL AID
BUREAU OF SCHOOL FOOD MANAGEMENT
FOODS DISTRIBUTION UNIT

ATTACHMENT TO AGREEMENT
DIRECT DISTRIBUTION

(Form SA-300) Form SA-301 (3-60)

ELIGIBLE RECIPIENT AGENCY NAME AND ADDRESS (give common name and address of agency building to which all mail should be sent)

DO NOT USE THIS SPACE
R
S

SEE OTHER SIDE FOR DIRECTIONS

1. NAME OF SCHOOL BUILDING	2. ADDRESS	3. AVERAGE DAILY ATTENDANCE IN EACH SCHOOL BUILDING	AVERAGE DAILY NUMBER OF MEALS SERVED					9. APPROXIMATE CLOSING DATE OF LUNCH PROGRAM FOR SUMMER VACATION
			4. TOTAL MEALS SERVED DAILY	BY SCHOOLS PARTICIPATING IN NATIONAL SCHOOL LUNCH PROGRAM		BY AGENCIES NOT PARTICIPATING IN NSLP		
				5. TYPE A LUNCH	6. A LA CARTE LUNCH	7. HOT PLATE LUNCH	8. COLD LUNCH	

Legal name of school or agency as it appears on agreement for Direct Distribution Form SA-300.

(Date)

(Authorized Signature)

(Title)

DIRECTIONS FOR COMPLETING COLUMNS 1 THROUGH 10 OF FORM ATTACHMENT TO AGREEMENT FOR DIRECT DISTRIBUTION

Form SA-301--(3-60)

COLUMN 1: NAME OF SCHOOL BUILDING

Enter here the name of **each** building in which a lunch is served. Only agencies where a **nonprofit** lunch program is carried on are eligible.

COLUMN 2: ADDRESS

Enter here an address for each building sufficient to permit ready location for mail and other purposes.

COLUMN 3: ATTENDANCE IN EACH SCHOOL BUILDING

Enter here for each building listed, the average daily attendance as shown in official attendance records.

COLUMN 4: TOTAL MEALS SERVED DAILY

Enter here the **average** daily number of meals of all types served to the children.

COLUMNS 5 and 6: BY AGENCIES RECEIVING LUNCH REIMBURSEMENT ONLY

Complete these columns only for approved agencies. Enter the daily average number of children served each type of meal.

COLUMNS 7 and 8: BY AGENCIES NOT PARTICIPATING IN NATIONAL SCHOOL LUNCH PROGRAM

Complete the appropriate column for each agency which operates a **nonprofit** lunch program, but which does not have an agreement with the State Education Department to operate a lunch program under the terms of the National School Lunch Act. Enter the average number of hot or cold lunches served daily to the children.

COLUMN 9: Where agency continues the feeding program through the summer recess, please indicate if the curriculum **exceeds one half-day session.**

APPENDIX E

SAMPLE COPY
JOB TITLE DESCRIPTION

E-1 School Lunch Director

APPENDIX E

E-1

SCHOOL LUNCH DIRECTOR

GENERAL STATEMENT OF DUTIES: Plans, directs, and administers the school lunch program in a large school district serving over 1500 meals daily, including type A and a la carte meals, to children and adults; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: This is administrative work involving responsibility for directing the activities of a large school lunch program. Work is performed under the direction of a school district administrator and involves carrying out policies and establishing procedures for the effective operation of the program. Supervision is exercised over the work of several school lunch managers and/or cook-managers, and other school lunch program personnel.

EXAMPLES OF WORK: (Illustrative only)

Plans and directs the operation of the school lunch program for all schools in the district;
Serves as technical advisor to the school administration in the formulation of policies, procedures and plans for the operation of the school lunch program and carries out the established policies;
Coordinates the purchase of foods, supplies and equipment;
Directs the preparation of the school lunch program budget for current and long-range expenditures and advises the administration on capital outlay for equipment;
Selects school lunch personnel and is responsible for evaluating work performance;
Plans for and directs the training of employees;
Establishes accounting procedures and maintains records necessary for sound financial control;
Prepares and analyzes reports relating to school lunch program activities;
Consults with architects and builders on layouts for alteration or construction of school lunch kitchens and dining rooms;
Consults with individuals and groups in the school and community and provides information which will contribute to a better understanding of the program.

REQUIRED KNOWLEDGES, SKILLS AND ABILITIES: Thorough knowledge of the fundamentals of nutrition and their application to the health of children; thorough knowledge of all phases of the school lunch program; thorough knowledge of institution administration including purchasing, sanitation, safety, equipment selection and operation; thorough knowledge of office management, personnel selection and training; good knowledge of school business procedures; ability to develop effective employee training, supervisory techniques, personnel relations and community relations; ability to express ideas clearly and to write reports effectively; initiative; neat personal appearance; tact and good judgment; courtesy; resourcefulness; good physical condition.

ACCEPTABLE EXPERIENCE AND TRAINING: Either

(a) Six years of satisfactory experience in institution management, hotel administration or restaurant management involving large quantity food service and possession of an associate degree in applied science issued after completion of a two-year course in a technical institute with specialization in institution management; or

(b) Two years of satisfactory experience in institution management, hotel administration or restaurant management involving large quantity food service and graduation from a four-year course from a college or university recognized by the University of the State of New York with specialization in foods, nutrition and institution management; or

(c) Any equivalent combination of the foregoing experience and training sufficient to indicate ability to do the work.

Approved September 11, 1959
By Municipal Service Division and Bureau of Home Economics Education

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